

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

DANA POTVIN, LISA BULTMAN,
MICHAEL MCKARRY, DAVID
WABAKKEN, MOHAMED HASSAN,
CHRISTINA MERRILL, ERIC
LEVINE, PATRICK DONAHUE,
DEBBI BROWN, CAROL RADICE,
TERRENCE BERRY, AMANDA
GREEN, DAVID WILDHAGEN,
KATY DOYLE, TASHIA
CLENDANIEL, HOGAN POPKESS,
KORY WHEELER, HARRY
O'BOYLE, JOE RAMAGLI, ERIC
KOVALIK, CHARLES HILLIER,
LABRANDA SHELTON, ADAM
MOORE, TINA GROVE, KEECH
ARNSTEN, SCOTT CARTER, MIKE
SHERROD, CHRISTI JOHNSON,
MARY KOELZER AND MARK
STEVENS, Individually And On
Behalf Of All Others Similarly Situated,
Plaintiffs,

vs.

VOLKSWAGEN
AKTIENGESELLSCHAFT,
VOLKSWAGEN GROUP OF
AMERICA, INC., and VOLKSWAGEN
GROUP OF AMERICA
CHATTANOOGA OPERATIONS,
LLC,
Defendants.

Civil Action No. 2:22-cv-01537 (EP)
(JSA)

**NOTICE OF MOTION IN SUPPORT OF PLAINTIFFS'
UNOPPOSED MOTION FOR PRELIMINARY APPROVAL
OF CLASS ACTION SETTLEMENT**

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on May 23, 2024, the undersigned counsel for Plaintiffs move before the United States District Court of New Jersey, before the Honorable Evelyn Padin, U.S.D.J., at the Martin Luther King Building & U.S. Courthouse, 50 Walnut Street, Newark, New Jersey 07102, for an Order Granting Preliminary Approval of the Class Action Settlement.

Dated: May 23, 2024

Respectfully submitted,

s/James E. Cecchi

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MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION
SETTLEMENT**

TABLE OF CONTENTS

| <u>Title</u> | <u>Page</u> |
|--|--------------------|
| TABLE OF AUTHORITIES | iv |
| I. INTRODUCTION | 1 |
| II. BACKGROUND | 4 |
| A. THE ALLEGED DEFECT | 4 |
| B. THIS ACTION..... | 4 |
| C. INVESTIGATION OF CLAIMS AND DISCOVERY..... | 5 |
| D. SETTLEMENT DISCUSSIONS..... | 6 |
| III. SUMMARY OF THE SETTLEMENT | 7 |
| A. THE PROPOSED SETTLEMENT CLASS..... | 7 |
| B. EXTENDED WARRANTY BENEFITS | 7 |
| C. MONETARY REIMBURSEMENT | 8 |
| D. NOTIFICATION TO SETTLEMENT CLASS MEMBERS..... | 8 |
| E. REASONABLE CLASS COUNSEL FEES/EXPENSES AND SETTLEMENT CLASS REPRESENTATIVE SERVICE AWARDS | 11 |
| F. THE RELEASE | 11 |
| G. PROPOSED SCHEDULE FOLLOWING PRELIMINARY APPROVAL | 12 |
| IV. PRELIMINARY APPROVAL OF THE SETTLEMENT IS WARRANTED..... | 13 |

| | | |
|------|--|----|
| A. | THE STANDARD AND PROCEDURES FOR GRANTING PRELIMINARY APPROVAL | 13 |
| B. | RULE 23(E)(2) FACTORS | 17 |
| 1. | Rule 23(e)(2)(A) – Whether Plaintiffs and Plaintiffs’ Counsel “have adequately represented the class.” | 17 |
| 2. | Rule 23(e)(2)(B) – Whether the settlement “was negotiated at arm’s length.” | 18 |
| 3. | Rule 23(e)(2)(C)(i) – Whether the relief “is adequate, taking into account the costs, risks, and delay of trial and appeal.” | 20 |
| i. | The Stage of the Proceedings and the Amount of Discovery Completed Support the Settlement. | 24 |
| ii. | Plaintiffs Faced Risks on the Merits. | 24 |
| iii. | The Settlement Amount Is Within the Range of Reasonableness in Light of the Best Possible Recovery and Attendant Risks of Litigation. | 25 |
| 4. | Rule 23(e)(2)(C)(ii) – Effectiveness of the “proposed method of distributing relief” and “the method of processing class-member claims.” | 26 |
| 5. | Rule 23(e)(2)(C)(iii) – The terms and timing of any proposed attorney’s fee award. | 26 |
| 6. | Rule 23(e)(2)(C)(iv) – Any agreement required to be identified under Rule 23(e)(3). | 27 |
| 7. | Rule 23(e)(2)(D) – Whether the settlement treats class members equitably relative to each other. | 27 |
| C. | THE COURT WILL BE ABLE TO CERTIFY THE CLASS FOR PURPOSES OF SETTLEMENT | 29 |
| 1. | RULE 23(A) IS SATISFIED | 29 |

| | | |
|-----|--|----|
| a. | The Settlement Class Members Are Too Numerous to Be Joined. | 30 |
| b. | There Are Common Questions of Law and Fact. | 30 |
| c. | Plaintiffs’ Claims Are Typical of the Class. | 31 |
| d. | Plaintiffs and Proposed Class Counsel Will Fairly and Adequately Protect the Interests of the Class. | 31 |
| i. | Class Counsel Are Well Qualified. | 32 |
| ii. | Plaintiffs Have No Conflicts of Interest and Have Diligently Pursued the Action on Behalf of the Other Class Members. | 32 |
| 2. | RULE 23(B) IS SATISFIED | 33 |
| a. | Common Issues of Law and Fact Predominate for Settlement Purposes. | 33 |
| b. | A Class Action Settlement Is a Superior Means of Resolving This Controversy. | 34 |
| c. | The Settlement Class Members are Ascertainable. | 35 |
| D. | PROPOSED CLASS COUNSEL SATISFY RULE 23(G)..... | 37 |
| E. | THE PROPOSED CLASS NOTICE IS REASONABLE AND SHOULD BE APPROVED. | 38 |
| | CONCLUSION | 40 |

TABLE OF AUTHORITIES

| <u>Cases</u> | <u>Page(s)</u> |
|---|-----------------------|
| <i>Alin v. Honda Motor Co.</i> , 2012 WL 8751045 (D.N.J. Apr. 13, 2012) <i>appeal dismissed</i> (3d Cir. May 18, 2012)..... | 21, 28 |
| <i>Altnor v. Preferred Freezer Servs., Inc.</i> , 2016 WL 9776078 (E.D. Pa. Feb. 9, 2016)..... | 27 |
| <i>In re Am. Inv’rs Life Ins. Co. Annuity Mktg. & Sales Practices Litig.</i> , 263 F.R.D. 226 (E.D. Pa. 2009)..... | 29 |
| <i>Amchem Prods. v. Windsor</i> , 521 U.S. 591 (1997)..... | 29, 33 |
| <i>In re AT&T Corp. Sec. Litig.</i> , 455 F.3d 160 (3d Cir. 2006) | 17 |
| <i>Atis v. Freedom Mortg. Corp.</i> , 2018 WL 5801544 (D.N.J. Nov. 6, 2018) | 31, 32, 35 |
| <i>In re Baby Prod. Antitrust Litig.</i> , 708 F.3d 163 (3d Cir. 2013) | 14 |
| <i>Byrd v. Aaron’s, Inc.</i> , 784 F.3d 154 (3d Cir. 2015) | 36 |
| <i>Careccio v. BMW of N. Am., LLC</i> , 2010 WL 1752347 (D.N.J. Apr. 29, 2010)..... | 21, 28 |
| <i>Carrera v. Bayer Corp.</i> , 727 F.3d 300 (3d Cir. 2013) | 36 |
| <i>City of Detroit v. Grinnell Corp.</i> , 495 F.2d 448 (2d Cir. 1974) | 25 |
| <i>City Select Auto Sales Inc. v. BMW Bank of N. Am., Inc.</i> , 867 F.3d 434 (3d Cir. 2017) | 36 |
| <i>Ebarle v. Lifelock, Inc.</i> , 2016 WL 234364 (N.D. Cal. Jan. 20, 2016)..... | 23 |

Ehrheart v. Verizon Wireless,
609 F.3d 590 (3d Cir. 2010)13, 14

Girsh v. Jepson,
521 F.2d 153 (3d Cir. 1975)*passim*

Gray v. BMW of N. Am., LLC,
2017 WL 3638771 (D.N.J. Aug. 24, 2017)21

Haag v. Hyundai Motor Am.,
330 F.R.D. 127 (W.D.N.Y. 2019)22

In re Haier Freezer Consumer Litig.,
2013 WL 2237890 (N.D. Cal. May 21, 2013).....23

Hale v. Manna Pro Prods., LLC,
2020 WL 3642490 (E.D. Cal. July 6, 2020).....28

Hall v. Accolade, Inc.,
2019 WL 3996621 (E.D. Pa. Aug. 23, 2019)20, 26

Hardy v. Embark Tech., Inc.,
2023 WL 6276728 (N.D. Cal. Sept. 26, 2023).....28

Henderson v. Volvo Cars of N. Am., LLC,
2013 WL 1192479 (D.N.J. Mar. 22, 2013)21, 28, 31

In re Ins. Broker Antitrust Litig.,
297 F.R.D. 136 (D.N.J. 2013).....39

In re Ins. Brokerage Antitrust Litig.,
579 F.3d 241 (3d Cir. 2009)19

Kress v. Fulton Bank, N.A.,
2021 WL 9031639 (D.N.J. Sept. 17, 2021).....13

Lazy Oil, Co. v. Witco Corp.,
95 F. Supp. 2d 290 (W.D. Pa. 1997), *aff'd*, 166 F.3d 581 (3d Cir.
1999)24

Marcus v. BMW of N. Am., LLC,
687 F.3d 583 (3d Cir. 2012)30, 36

Maverick Neutral Levered Fund, Ltd. v. Valeant Pharms. Int’l, Inc.,
 2021 WL 7872087 (D.N.J. Jan. 26, 2021).....15

In re Mego Fin. Corp. Sec. Litig.,
 213 F.3d 454 (9th Cir. 2000)23

In re Mercedes-Benz Emissions Litig.,
 2021 WL 7833193 (D.N.J. Aug. 2, 2021)18

In re Merck & Co., Inc. Vytorin Erisa Litigation,
 2010 WL 547613 (D.N.J. Feb. 9, 2010)29

Moore v. Comcast Corp.,
 2011 WL 238821 (E.D. Pa. Jan. 24, 2011).....28

Neale v. Volvo Cars of N. Am., LLC,
 2017 WL 6055774 (D.N.J. Dec. 6, 2017).....22

Newton v. Merrill Lynch, Pierce, Fenner & Smith, Inc.,
 259 F.3d 154 (3d Cir. 2001)31

In re NFL Players Concussion Injury Litig.,
 821 F.3d at 427*passim*

Ortho-Clinical Diagnostics, Inc. v. Fulcrum Clinical Lab’ys, Inc.,
 2023 WL 3983877 (D.N.J. June 13, 2023).....13

In re Payment Card Interchange Fee,
 330 F.R.D.....29

In re Philips/Magnavox Television Litig.,
 2012 WL 1677244 (D.N.J. May 14, 2012).....34

In re Processed Egg Prod. Antitrust Litig.,
 284 F.R.D. 249 (E.D. Pa. 2012).....24

In re Schering-Plough/Merck Merger Litig.,
 2010 WL 1257722 (D.N.J. Mar. 26, 2010)17

Shapiro v. All. MMA, Inc.,
 2018 WL 3158812 (D.N.J. June 28, 2018).....19, 32

| | |
|--|----------------|
| <i>Singleton v. First Student Mgmt. LLC</i> , 2014 WL 3865853 (D.N.J. Aug. 6, 2014) | 17 |
| <i>Smith v. Merck & Co.</i> , 2019 WL 3281609 (D.N.J. July 19, 2019) | 13, 28 |
| <i>Tumpa v. IOC-PA, LLC</i> , 2021 WL 62144 (W.D. Pa. Jan. 7, 2021) | 27 |
| <i>Tyson Foods, Inc. v. Bouaphakeo</i> , 136 S. Ct. 1036 (2016)..... | 33 |
| <i>Vaccaro v. New Source Energy Partners L.P.</i> , 2017 WL 6398636 (S.D.N.Y. Dec. 14, 2017)..... | 24 |
| <i>Varacallo v. Mass. Mut. Life Ins. Co.</i> , 226 F.R.D. 207 (D.N.J. 2005)..... | 20 |
| <i>Weissman v. Philip C. Gutworth, P.A.</i> , 2015 WL 333465 (D.N.J. Jan. 23, 2015)..... | 28 |
| <i>In re Wilmington Tr. Sec. Litig.</i> , 2018 WL 6046452 (D. Del. Nov. 19, 2018)..... | 24 |
| <i>Yaeger v. Subaru of Am., Inc.</i> , 2016 WL 4541861 (D.N.J. Aug. 31, 2016) | 21, 34 |
| Rules | |
| Fed. R. Civ. P. 23(a)(1)..... | 30 |
| Fed. R. Civ. P. 23(a)(2)..... | 30 |
| Fed. R. Civ. P. 23(a)(4)..... | 31, 37 |
| Fed. R. Civ. P. 23(b)(3)..... | 14, 34, 36, 38 |
| Fed. R. Civ. P. 23(c)(2)(B) | 38 |
| Fed. R. Civ. P. 23(e)..... | 13 |
| Fed. R. Civ. P. 23(e)(1)..... | 14, 15, 29 |
| Fed. R. Civ. P. 23(e)(1)(B) | 15, 35, 38 |

Fed. R. Civ. P. 23(e)(1)(B)(i).....29

Fed. R. Civ. P. 23(e)(1)(B)(i)-(ii)14

Fed. R. Civ. P. 23(e)(2).....*passim*

Fed. R. Civ. P. 23(e)(2)(A)17

Fed. R. Civ. P. 23(e)(2)(B)17, 18

Fed. R. Civ. P. 23(e)(2)(C)(i).....20, 21

Fed. R. Civ. P. 23(e)(2)(C)(ii).....26

Fed. R. Civ. P. 23(e)(2)(C)(iii)26

Fed. R. Civ. P. 23(e)(2)(C)(iv).....27

Fed. R. Civ. P. 23(e)(2)(D)27

Fed. R. Civ. P. 23(e)(3).....16, 27

Fed. R. Civ. P. 23(f).....23

Fed. R. Civ. P. 23(g)32, 37, 38

Fed. R. Civ. P. 23(g)(1)(A)32, 37

Other Authorities

5 James W. Moore et al., *Moore’s Federal Practice* 23.21[3] (3d ed. 1997)36

Joshua P. Davis, Robert H. Lande, DEFYING CONVENTIONAL WISDOM: THE CASE FOR PRIVATE ANTITRUST ENFORCEMENT, 48 Ga. L. Rev. 1, 79 (2013).....24

I. INTRODUCTION

Plaintiffs,¹ on behalf of themselves and all others similarly situated, by and through their counsel, respectfully move the Court for preliminary approval of the proposed Settlement set forth in the Settlement Agreement (“Agreement”), attached as Exhibit A.

Plaintiffs, with the consent of Defendants,² request that the Court enter an Order:

- 1) granting preliminary approval of the proposed Settlement;
- 2) preliminarily certifying, for settlement purposes only and pursuant to the terms of the Agreement, the proposed Settlement Class³ for the purpose of providing notice to the members of the proposed Settlement Class;
- 3) approving the form and content of, the proposed Claim Form and Class Notice, annexed to the Agreement as Exhibits 1, 2 and 3;
- 4) directing the distribution of the Class Notice pursuant to the proposed Notice Plan;

¹ Dana Potvin, Lisa Bultman, Michael McKarry, David Wabakken, Mohamed Hassan, Christina Merrill, Eric Levine, Patrick Donahue, Debbi Brown, Carol Radice, Terrence Berry, Amanda Green, David Wildhagen, Katy Doyle, Tashia Clendaniel, Hogan Popkess, Kory Wheeler, Harry O’Boyle, Joe Ramagli, Eric Kovalik, Charles Hillier, Labranda Shelton, Adam Moore, Tina Grove, Keech Arnsten, Scott Carter, Mike Sherrod, Christi Johnson, Mary Koelzer, and Mark Stevens (collectively, “Plaintiffs” or “Named Plaintiffs”).

² Plaintiffs and Defendants are collectively referred to as the “Parties.”

³ As set forth in Exhibit A, the Settlement Class is defined as “All present and former U.S. owners and lessees of Settlement Class Vehicles, as defined in § I.V. of this Agreement, purchased or leased in the United States of America or Puerto Rico.” The Agreement further defines “Settlement Class Vehicles” to mean “certain model year 2019-2023 Atlas and Atlas Cross Sport vehicles, distributed by Volkswagen Group of America, Inc. for sale or lease in the United States and Puerto Rico, which are subject to Recall 97GF and specifically identified by Vehicle Identification Number (“VIN”) on Exhibit 5 to this Agreement.”

- 5) authorizing and directing the Parties to retain JND Legal Administration as the Settlement Claims Administrator;
- 6) preliminarily appointing Carella, Byrne, Cecchi, Olstein, Brody & Agnello, P.C., Hagens Berman Sobol Shapiro LLP, Goldenberg Schneider LPA, The Law Offices of Sean K. Collins, and Lemberg Law LLC, as Settlement Class Counsel;
- 7) preliminarily appointing named Plaintiffs as Settlement Class representatives; and
- 8) scheduling a date for the Final Approval Hearing not earlier than one hundred and sixty-six (166) days after Preliminary Approval is granted.

This Action has been vigorously contested for over two years. After extensive investigation, in-depth analysis of the factual and legal issues presented, and arm's-length negotiations with Defendant, Plaintiffs are pleased to present this Settlement, which will provide substantial relief to the Settlement Class. Plaintiffs' Counsel, who have significant experience litigating consumer class actions, believe that the benefits the Settlement Class Members will receive as a result of this Settlement are eminently fair, reasonable, and adequate, especially when compared to similar settlements and in light of the risks of continued litigation.

Settlement Class Members will receive a warranty extension and the ability to claim reimbursement of certain past paid out-of-pocket repair costs. VWGoA will extend the New Vehicle Limited Warranty ("NVLW") for all Settlement Class Vehicles to cover 100% of repair or replacement costs, by an authorized Volkswagen dealer, of a failed front door wiring harness that was modified and/or installed in the Settlement Class Vehicle pursuant to Recall 97GF (the "Recall"), during a period of up to 5 years or 60,000 miles (whichever occurs first) from the date that the Recall

repair was performed on said vehicle (the “Warranty Extension”). SA § II(A). The Warranty Extension applies to all wiring harness-related repairs performed pursuant to the Recall, whether or not involving replacement of the wiring harness itself and will include any other necessary repair/adjustment to address any warning lights or fault codes resulting from or attendant to a failure. The Warranty Extension is available to Settlement Class Members without the need to submit claims.

Further, Settlement Class Members are eligible to file a claim for 100% reimbursement of the past paid and unreimbursed cost (parts and labor) of repair or replacement of a failed wiring harness (and any diagnostic costs associated with such repair) performed by an authorized Volkswagen dealer prior to the Notice Date and within 7 years or 100,000 miles (whichever occurred first) from the vehicle’s In-Service Date. SA § II(B)(1). For repairs performed at repair facilities that are not authorized Volkswagen dealers, Settlement Class Members can be reimbursed up to \$490.62 for repair of one wiring harness and \$672.16 for repair of both. *Id.*

Under this very beneficial class settlement, Settlement Class Members will receive these benefits now without the risks of non-recovery, non-certification, and delays in any potential recovery that would be involved in a lengthy and hard-fought litigation in which the outcome is uncertain.

II. BACKGROUND

A. THE ALLEGED DEFECT

In this action, Plaintiffs claim that the 2019-2023 Volkswagen Atlas vehicles contained a defect in the front door wiring harnesses which could potentially impact the electrical system and allegedly manifested in several significant ways. FAC ¶¶ 1-3, 295. Plaintiffs further claim that Defendant knew of the alleged defect from various sources and failed to disclose it to Plaintiffs and the Settlement Class Members. FAC ¶¶ 4, 296-327. In or around March 2022, VWGoA initiated Recall 97GF, stating the front-door wiring harnesses in Settlement Class Vehicles were potentially affected by “excessive micromovement leading to fretting corrosion of the door wiring harness terminal contacts.” To address the issue, the recall indicated that Volkswagen dealers would check for specific fault codes that are specific to the affected wiring harness are present, and, if so, the wiring harness will be replaced and secured. If fault codes are not present, the existing wiring harness will be secured but not replaced.

B. THIS ACTION

On March 18, 2022, certain of the Plaintiffs initiated this action. *See Mike Sherrod, et al. v. Volkswagen Group of America, Inc.* (“*Sherrod*”). (Doc. No. 1). On March 25, 2022, other plaintiffs initiated a separate putative class action in the District of New Jersey titled *Price McMahon, et al. v. Volkswagen Group of*

America, Inc., with civil action number 2:22-cv-01704 (“*McMahon*”). On July 19, 2022, the Court issued an order consolidating the *Sherrod* and *McMahon* actions under the *Sherrod* civil action number, and thereafter, on August 5, 2022, Plaintiffs in the consolidated action collectively filed a Consolidated Class Action Complaint (“CCAC”) against VWGoA, Volkswagen Aktiengesellschaft (“VWAG”) and Volkswagen Group of America Chattanooga Operations, LLC (“VWCOL”).

Thereafter, VWGoA, VWAG, and VWCOL filed motions to dismiss (Doc. Nos. 43, 53 & 58) which were granted in part and denied in part. (Doc. No. 69).

On July 17, 2023, Plaintiffs filed the FAC, which is the operative complaint, seeking alleged economic loss under claims sounding in breach of express and implied warranties, violation of various state consumer protection statutes, and common law fraud.

On July 28, 2023, the Court granted the Parties’ joint stipulation to dismiss VWCOL from the action without prejudice. (Doc. No. 76). On September 13, 2023, VWGoA and VWAG filed a motion to dismiss the FAC, which Plaintiffs opposed on October 27, 2023, and which the Court administratively terminated without prejudice on December 14, 2023, on consent of the Parties. (Doc. No. 77, 84 & 94).

C. INVESTIGATION OF CLAIMS AND DISCOVERY

Prior to filing the complaints discussed above, Plaintiffs’ counsel conducted a thorough investigation into the instant claims and allegations. While the motion to

dismiss remained *sub judice*, discovery commenced. (Doc. Nos. 78 & 79). Defendant provided information on class size, the state of the Recall, the fixes implemented for the alleged defect, their effectiveness, and the reach of the Recall program.

D. SETTLEMENT DISCUSSIONS

After the Parties had an opportunity to thoroughly consider the Court's rulings on the Motions to Dismiss, and while the Parties were engaged in discovery, counsel for the Parties began discussing the potential for settlement. Within the context of these settlement discussions, Defendant produced data to provide Plaintiffs' Counsel with more complete information regarding the Settlement Class Vehicles and the composition of the putative Settlement Class. This exchange of information enabled the Parties to meaningfully engage in comprehensive settlement negotiations.

The Parties held multiple negotiation sessions, including with the assistance of experienced JAMS mediator Bradley Winters, which involved communications via telephone, email, and videoconference, both before and after the formal mediation session with Mr. Winters on February 13, 2024. Over the course of the ensuing months, Settlement terms were negotiated. Ultimately, after vigorous arm's-length negotiations, the Parties agreed upon the terms and conditions set forth in the Agreement. In addition, and only after the Parties had reached agreement on the

Settlement terms, the issues of Plaintiffs' counsel's reasonable attorney fees and class representative service awards were discussed.

III. SUMMARY OF THE SETTLEMENT

A. THE PROPOSED SETTLEMENT CLASS

The Settlement provides relief to all present and former U.S. owners and lessees of Settlement Class Vehicles, defined in Section I(V) of the Agreement as certain model year 2019-2023 Atlas and Atlas Cross Sport vehicles, distributed by Volkswagen Group of America, Inc. for sale or lease in the United States and Puerto Rico, which are the subject of Recall 97GF and specifically identified by Vehicle Identification Number ranges set forth in Exhibit 5 to the Agreement.

B. EXTENDED WARRANTY BENEFITS

As set forth in detail in the Agreement, under the Settlement's Warranty Extension, VWGoA will cover 100% of the cost of repair or replacement, by an authorized Volkswagen dealer, of a failed front door wiring harness in a Settlement Class Vehicle that was modified and/or installed in the Settlement Class Vehicle pursuant to the Recall, for a period of up to 5 years or 60,000 miles (whichever occurs first) from the date that the Recall repair was performed on said vehicle. The Warranty Extension applies to all wiring harness-related repairs performed pursuant to the Recall, whether or not involving replacement of the wiring harness itself and

will include any other necessary repair/adjustment to address any warning lights or fault codes resulting from or attendant to a failure. SA § II(A).

C. MONETARY REIMBURSEMENT

The Agreement also provides that Settlement Class Members may make a claim for reimbursement of past paid out-of-pocket expenses as follows:

1. 100% reimbursement of the past paid cost (parts and labor) of repair or replacement of a failed door wiring harness (and any associated diagnostic costs charged and paid for in connection with that repair), performed prior to the Notice Date and within 7 years or 100,000 miles (whichever occurred first) from the vehicle's In-Service Date.
2. If the repair is performed at a facility that is not an authorized Volkswagen dealer, the maximum amount of any such reimbursement will be \$490.62 for repair of one front door wiring harness or \$672.16 for repair of both front door wiring harnesses.

SA § II(B)(1).

D. NOTIFICATION TO SETTLEMENT CLASS MEMBERS

The Settlement Agreement includes a comprehensive Notice Plan, to be paid for by VWGoA. SA § IV(A) & V. Postcard Class Notice will be mailed to Settlement Class Members via first class mail within 100 days after entry of the Court's Order preliminarily approving this proposed Settlement. Settlement Class Members will be located based on the Settlement Class Vehicles' VIN (vehicle identification) numbers and using the services of Polk/IHS Markit or equivalent company like Experian. These established services obtain vehicle ownership histories through state title and registration records, thereby identifying the names and addresses of record of the

Settlement Class Members. The Settlement Claim Administrator will then compare the obtained addresses to information in the National Change of Address database to confirm that addresses for mailing are the most current addresses possible. In addition, after the Class Notice is mailed, for any individual mailed Notice that is returned as undeliverable, the Claim Administrator will re-mail to any provided forwarding address, and for any undeliverable notice packets where no forwarding address is provided, the Claim Administrator will perform an advanced address search (e.g., a skip trace) and re-mail any undeliverable Class Notice packets to any new and current addresses located.

The Claim Administrator will also provide email notice of the postcard to those Settlement Class Members for whom an email address is available from VWGoA's records, to the extent providing such information is not restricted by agreement, customer request, and/or privacy or confidentiality laws, rules or Company internal policy.

In addition to the mailing, the Claim Administrator will, with input from counsel for both Parties, establish a dedicated Settlement website that will include a long form Class Notice and details regarding the lawsuit, the Settlement and its benefits, and the Settlement Class Members' legal rights and options including objecting to or requesting to be excluded from the Settlement and/or not doing anything; instructions on how and when to submit a claim for reimbursement; instructions on how to contact the Claim

Administrator by e-mail, mail or (toll-free) telephone; copies of the Claim Form, Settlement Agreement, Motions and Orders relating to the Preliminary and Final Approval processes and determinations, and important submissions and documents relating thereto; important dates pertaining to the Settlement including the deadline to opt-out of or object to the Settlement, the deadline to submit a claim for reimbursement, and the date, place and time of the Final Fairness Hearing; and answers to Frequently Asked Questions (FAQs).

Settlement Class Members will be identified through information that will be obtained from the various state departments of motor vehicles based on the VINs of the Settlement Class Vehicles. *Id.* § V(C)(2).

The Settlement Agreement also accounts for Settlement Class Members who wish to exclude themselves or object. Any Settlement Class Member who wishes to be excluded must submit a Request for Exclusion postmarked no later than forty-five (45) days after the Notice Date. SA § VI(B)(2).

A Settlement Class Member who intends to object to the Settlement and/or to Class Counsel's Fee and Expense Application, must, by forty-five (45) days after the Notice Date (1) file any such objection and supporting papers in person at the Clerk's Office or through the Court's electronic filing system or (2) mail the objection and any supporting papers to the Court, counsel for the Parties, and the Claim Administrator. SA § VI(A).

E. REASONABLE CLASS COUNSEL FEES/EXPENSES AND SETTLEMENT CLASS REPRESENTATIVE SERVICE AWARDS

After the Parties reached an agreement on the material terms of this Settlement, the Parties began to discuss the issue of reasonable Class Counsel Fees and Expenses and Class Representative service awards. As a result of adversarial arm's length negotiations thereafter, the Parties agreed that Plaintiffs' Counsel may apply to the Court for a combined award of attorneys' fees, costs and expenses ("Class Counsel Fees and Expenses") in an amount up to \$1,950,000.00. SA § IX(C)(1). The award of Class Counsel Fees and Expenses is separate from, and shall not reduce or in any way affect, any benefits available to the Settlement Class pursuant to the Agreement. *Id.* Further, Plaintiffs' Counsel may also apply to the Court for a reasonable service award of up to, but not exceeding, \$2,500.00 for each of the named Plaintiffs/Settlement Class Representatives, also to be paid separately by VWGoA. *Id.* § IX(C)(2).

F. THE RELEASE

Settlement Class Members who do not timely exclude themselves will be bound by the Release applicable to all Released Claims which arise from or in any way relate to the front door wiring harnesses of Settlement Class Vehicles and their associated parts, and/or the Recall 97GF involving said front door wiring harnesses and all replacement parts. SA § I(S). Released Claims will not, however, include

claims for personal injuries or property damage (other than damage to the Settlement Class Vehicle related to the front door wiring harness). *Id.*

G. PROPOSED SCHEDULE FOLLOWING PRELIMINARY APPROVAL

Plaintiffs, with the consent of Defendant, propose that along with granting preliminary approval of the Agreement, the Court adopt the schedule set forth below in its Preliminary Approval Order, to allow the Parties to effectuate the various steps in the settlement approval process under the Agreement.

| Event | Deadline Pursuant to Settlement Agreement |
|---|---|
| Class Notice shall be mailed/e-mailed in accordance with the Notice Plan and this Order | 100 days after issuance of Preliminary Approval Order |
| Class Counsel's Fee and Expense Application and request for service awards for the Plaintiffs | 35 days after the Notice Date; 21 days prior to the Deadline for Objections |
| Plaintiffs to file Motion for Final Approval of the Settlement | 42 days after the Notice Date; 24 days prior to the Final Fairness Hearing |
| Deadline for Objections to the Settlement, Class Counsel's Fee and Expense Application, and/or the requested service awards | 45 days after the Notice Date |
| Deadline for Requests for Exclusion from the Settlement | 45 days after the Notice Date |
| Responses of Any Party to any Objections and/or Requests for Exclusion | 7 days before Final Fairness Hearing; 59 days after the Notice Date |
| Any submissions by Defendant concerning Final Approval of Settlement | 7 days before Final Fairness Hearing; 59 days after the Notice Date |

| | |
|---------------------------|--|
| Final Fairness Hearing | 166 days after issuance of Preliminary Approval Order; 24 days after Plaintiffs' filing of Final Approval Motion |
| Claim Submission Deadline | 75 days after the Notice Date |

IV. PRELIMINARY APPROVAL OF THE SETTLEMENT IS WARRANTED

A. THE STANDARD AND PROCEDURES FOR GRANTING PRELIMINARY APPROVAL

Plaintiffs present this Settlement to the Court for its review under Rule 23(e), which provides that the Court must direct notice regarding the Settlement in a reasonable manner and may approve a class-action settlement after a hearing and upon finding that the settlement is “fair, reasonable and adequate.” Fed. R. Civ. P. 23(e)(2). “Review of a proposed class action settlement is a two-step process: (1) preliminary approval, and (2) a subsequent fairness hearing.” *Smith v. Merck & Co.*, 2019 WL 3281609, at *4 (D.N.J. July 19, 2019). “[P]reliminary approval is not binding and is granted unless the proposed settlement is obviously deficient.” *Kress v. Fulton Bank, N.A.*, 2021 WL 9031639, at *9 (D.N.J. Sept. 17, 2021), *report and recommendation adopted*, 2022 WL 2357296 (D.N.J. June 30, 2022).

Courts within this Circuit have a “strong judicial policy in favor of class action settlement.” *Ehrheart v. Verizon Wireless*, 609 F.3d 590, 593-95 (3d Cir. 2010); *see also Ortho-Clinical Diagnostics, Inc. v. Fulcrum Clinical Lab’ys, Inc.*, 2023 WL 3983877, at *3 (D.N.J. June 13, 2023) (“in New Jersey, there is a strong public policy

in favor of settlements. . . . Courts, therefore, will ‘strain to give effect to the terms of a settlement whenever possible.’” (citations omitted). “Settlement agreements are to be encouraged because they promote the amicable resolution of disputes and lighten the increasing load of litigation faced by the federal courts.” *Ehrheart*, 609 F.3d at 594. Settlement is particularly favored “in ‘class actions and other complex cases where substantial judicial resources can be conserved by avoiding formal litigation.’” *Id.* (quoting *In re Gen. Motors Corp. Pick-Up Truck Fuel Tank Prod. Liab. Litig.*, 55 F.3d 768, 784 (3d Cir. 1995)). As such, courts are “hesitant to undo an agreement that has resolved a hard-fought, multi-year litigation,” such as this one. *In re Baby Prod. Antitrust Litig.*, 708 F.3d 163, 175 (3d Cir. 2013). “The decision of whether to approve a proposed settlement of a class action is left to the sound discretion of the district court.” *Girsh v. Jepson*, 521 F.2d 153, 156 (3d Cir. 1975).

Amendments to Rule 23 that took effect on December 1, 2018, clarified the standards that guide a district court’s preliminary review of a proposed settlement. As amended, Rule 23(e)(1)(B)(i)-(ii) now provides specific requirements that a district court must ensure are satisfied prior to granting preliminary approval. *See* Fed. R. Civ. P. 23 Advisory Committee Note on 2018 Amendment to Subdivision (c)(2) (noting that Rule 23(e)(1) addresses the “decision [that] has been called ‘preliminary approval’ of the proposed class certification in Rule 23(b)(3) actions”). Specifically, the court must be satisfied that it “will likely be able to (i) approve the

proposal under Rule 23(e)(2); and (ii) certify the class for purposes of judgment on the proposal.” Fed. R. Civ. P. 23(e)(1)(B); *see also Maverick Neutral Levered Fund, Ltd. v. Valeant Pharms. Int’l, Inc.*, 2021 WL 7872087, at *5 (D.N.J. Jan. 26, 2021) (“Thus, in connection with an order preliminarily granting approval of a class action settlement, the Court is not certifying the class at the preliminary approval stage, but rather, is making a preliminary determination that it will likely be able to certify the class at the final approval stage.” If these requirements are satisfied, then notice of the proposed settlement will be disseminated to the class. Fed. R. Civ. P. 23(e)(1).

With respect to the first showing required under Rule 23(e)(2)—which governs final approval—courts now consider the following factors in determining whether a proposed settlement is fair, reasonable, and adequate:

- (A) whether the class representatives and class counsel have adequately represented the class;
- (B) whether the proposed settlement was negotiated at arm’s length;
- (C) whether the relief provided for the class is adequate, taking into account:
 - (i) the costs, risks, and delay of trial and appeal;
 - (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class member claims;
 - (iii) the terms of any proposed award of attorneys’ fees, including timing of payment; and

- (iv) any agreement required to be identified under Rule 23(e)(3); and
- (D) whether the proposal treats class members equitably relative to each other.

Fed. R. Civ. P. 23(e)(2).

Factors (A) and (B) “identify matters . . . described as procedural concerns, looking to the conduct of the litigation and of the negotiations leading up to the proposed settlement,” while factors (C) and (D) “focus on . . . a substantive review of the terms of the proposed settlement” (*i.e.*, “[t]he relief that the settlement is expected to provide to class members”). Advisory Committee Notes to 2018 Amendments (324 F.R.D. 904, at 919).

These factors are not, however, exclusive. The four factors set forth in Rule 23(e)(2) are not intended to “displace” any factor previously adopted by the courts, but “rather to focus the court and the lawyers on the core concerns of procedure and substance that should guide the decision whether to approve the proposal.” *Id.* at 918. For this reason, the traditional factors that are utilized by courts in the Third Circuit—known as the “*Girsh* factors”—to evaluate the propriety of a class-action settlement (certain of which overlap with Rule 23(e)(2)) are still relevant:

- (1) the complexity, expense and likely duration of the litigation;
- (2) the reaction of the class to the settlement;⁴
- (3) stage of the proceedings and the amount of discovery completed;
- (4) risks of establishing liability;
- (5) risks of establishing damages;
- (6) risks of maintaining the class

⁴ Because notice to the Settlement Class has not yet been issued, this factor cannot be assessed. The Named Plaintiffs, however, support the Settlement.

action through the trial; (7) ability of the defendants to withstand a greater judgment; (8) the range of reasonableness of the settlement fund in light of the best possible recovery; and (9) the range of reasonableness of the settlement fund to a possible recovery in light of all the attendant risks of litigation.

Singleton v. First Student Mgmt. LLC, 2014 WL 3865853, at *5 (D.N.J. Aug. 6, 2014) (citing *Girsh*, 521 F.2d 153); *In re AT&T Corp. Sec. Litig.*, 455 F.3d 160, 164-65 (3d Cir. 2006) (same). The *Girsh* factors “are a guide and the absence of one or more does not automatically render the settlement unfair.” *In re Schering-Plough/Merck Merger Litig.*, 2010 WL 1257722, at *5 (D.N.J. Mar. 26, 2010).

In sum, “[t]he central concern in reviewing a proposed class-action settlement is that it be fair, reasonable, and adequate.” Advisory Committee Notes to 2018 Amendments (324 F.R.D. at 918).

B. RULE 23(E)(2) FACTORS

Each of the Rule 23(e)(2) factors is likely to be satisfied here:

1. Rule 23(e)(2)(A) – Whether Plaintiffs and Plaintiffs’ Counsel “have adequately represented the class.”

Rule 23(e)(2)(A) and (B) look “to the conduct of the litigation” and “the negotiations leading up to the proposed settlement.” Fed. R. Civ. P. 23(e)(2) advisory comm.’s notes to 2018 amendment. The “focus at this point is on the actual performance of counsel” for the class, and courts may consider “the nature and amount of discovery,” the “conduct of the negotiations,” the “involvement of a

neutral . . . mediator,” and other factors. *Id.* A key goal is to determine whether counsel “had an adequate information base.” *Id.*

Here, this factor is clearly satisfied. Prior to reaching settlement, Plaintiffs’ Counsel performed extensive investigation into the alleged defect, interviewed Plaintiffs and potential plaintiffs concerning their experiences with the alleged defect and with the Recall. Proposed Class Counsel has spent extensive time and resources over the last years briefing the substantive issues through Defendant’s motions to dismiss. Proposed Class Counsel also have significant experience as class counsel in class actions. *See* Cecchi Declaration. In retaining Proposed Class Counsel, “Plaintiffs have employed counsel who are qualified and experienced in complex class litigation and who have resources, zeal, and a successful record in class cases.” *In re Mercedes-Benz Emissions Litig.*, 2021 WL 7833193, at *9 (D.N.J. Aug. 2, 2021).

Further, as evidenced by the typicality and commonality considerations discussed below, the interests of the Named Plaintiffs and the Settlement Class Members are aligned and there are no apparent conflicts of interest. Proposed Class Counsel and the Plaintiffs have adequately represented the interests of the class.

2. Rule 23(e)(2)(B) – Whether the settlement “was negotiated at arm’s length.”

This factor is satisfied where, as here, the Parties reach settlement during vigorous arm's length negotiations overseen by a respected neutral third-party mediator. *See* Section II.D *supra*. *Shapiro v. All. MMA, Inc.*, 2018 WL 3158812, at *2 (D.N.J. June 28, 2018) (“The participation of an independent mediator in settlement negotiations virtually [e]nsures that the negotiations were conducted at arm's length and without collusion between the parties.”) (*quoting* *Alves v. Main*, 2012 WL 6043272, at *22 (D.N.J. Dec. 4, 2012), *aff'd*, 559 F. App'x 151 (3d Cir. 2014)).

It is also Plaintiffs' Counsel's experienced opinion that, given the alternative of long and complex litigation and the risks involved in such litigation, including a trial on the merits and the possibility of later appellate litigation, the availability of prompt benefits under the Settlement is meaningful, timely, highly beneficial to, and in the best interests of, the Settlement Class Members. *See In re Ins. Brokerage Antitrust Litig.*, 579 F.3d 241, 259 (3d Cir. 2009) (noting that a settlement that would eliminate delay and expenses and provides immediate benefit to the settlement class strongly militates in favor of settlement approval).

Plaintiffs' Counsel also negotiated the Settlement to ensure it meets all requirements of Rule 23 and provides an administrative process to assure Settlement Class Members receive equal and sufficient due process. Further, these negotiations were brought to resolution through the efforts of an independent mediator. After

reaching an agreement in principle, several months of additional arm's length negotiations, involving meetings, correspondence, and the exchange of numerous iterations of draft agreements, were necessary for the Parties to come to an agreement regarding the Settlement terms and to draft and execute the formal Settlement Agreement.

Through the course of negotiations, Settlement Class Members were represented by counsel with considerable experience (and success) in prosecuting class actions and well-versed in the issues and how to evaluate the claims. Proposed Class Counsel's approval of the Settlement should weigh in favor of the Settlement's fairness. *Varacallo v. Mass. Mut. Life Ins. Co.*, 226 F.R.D. 207, 240 (D.N.J. 2005) (“[T]he Court puts credence in the fact that Class Counsel consider the Proposed Settlement to be fair, reasonable and adequate.”).

3. Rule 23(e)(2)(C)(i) – Whether the relief “is adequate, taking into account the costs, risks, and delay of trial and appeal.”

Rule 23(e)(2)(C)(i)⁵ overlaps significantly with *Girsh* (e.g., factors 1, 4-9); both sets of factors advise the Court to consider the adequacy of the settlement relief given the costs, risks, and delay that trial and appeal would inevitably impose.

⁵ This factor “balances the ‘relief that the settlement is expected to provide to class members against the cost and risk involved in pursuing a litigated outcome.’” *Hall v. Accolade, Inc.*, 2019 WL 3996621, at *4 (E.D. Pa. Aug. 23, 2019) (quoting Fed. R. Civ. P. 23 Advisory Committee Notes (Dec. 1, 2018)). Such analysis “cannot be done with arithmetic accuracy, but it can provide a benchmark for comparison with the settlement figure.” *Id.* (internal quotation omitted).

Compare Fed. R. Civ. P. 23(e)(2)(C)(i), with *Girsh*, 521 F.2d at 157. Thus, the *Girsh* factors, analyzed below, inform the Rule 23(e)(2)(C)(i) inquiry.

Here, the Settlement clearly satisfies this factor. The fairness, reasonableness, and adequacy of this Settlement is apparent, and in addition, it compares favorably to similar, recently approved automotive class action settlements in this District. *See, e.g., Gray v. BMW of N. Am., LLC*, 2017 WL 3638771, at *1, (D.N.J. Aug. 24, 2017) (granting final approval of settlement for malfunctioning convertible tops with reimbursement of documented out-of-pocket expenses, extension of warranty to 1 year, unlimited mileage from repair, and installation of a software update); *Yaeger v. Subaru of Am., Inc.*, 2016 WL 4541861, at *3-4 (D.N.J. Aug. 31, 2016) (granting final approval of settlement for excessive oil consumption by warranty extension and reimbursement for out-of-pocket repairs subject to proof); *Henderson v. Volvo Cars of N. Am., LLC*, 2013 WL 1192479, at *2 (D.N.J. Mar. 22, 2013) (granting final approval of settlement for transmission repair or replacements with 50% reimbursement for new and certified pre-owned vehicles with failures prior to 100,000, and 25% reimbursement for used vehicles that were not certified pre-owned); *Alin v. Honda Motor Co.*, 2012 WL 8751045, at *2-3 (D.N.J. Apr. 13, 2012) (granting final approval of settlement for air conditioning system defects with a sliding scale of reimbursements for repair costs depending on length of time and/or mileage on the class vehicles) *appeal dismissed* (3d Cir. May 18, 2012); *Careccio v.*

BMW of N. Am., LLC, 2010 WL 1752347, at *2-3 (D.N.J. Apr. 29, 2010) (granting final approval of settlement for defective tires with a sliding scale of reimbursement for replacement tires and labor).

Against this, Defendant has vigorously denied liability from the outset. The briefing on Defendant's motions to dismiss (Doc. No. 43, 46, 51, 54, 58, 59, 60, 61, 66, 77 & 84), shows the various risks and complexity of the claims at issue. As shown therein, Defendant has raised myriad avenues of attack which, even if the Court were to deny dismissal, Defendant will continue to pursue at summary judgment or at trial. These arguments go from knocking out individual state level claims, to knocking out various warranty claims, to knocking out all claims outright under the Prudential Mootness doctrine. While Plaintiffs believe in their claims, Defendant's arguments are colorable, Defendant is represented by capable and very experienced counsel, and the risks to the Settlement Class of non-recovery or substantially reduced recovery are real. And while the Settlement avoids any argument regarding certification of the Settlement Class, Plaintiffs would likely have faced considerable risks obtaining class certification if litigation proceeds. *See, e.g., Neale v. Volvo Cars of N. Am., LLC*, 2017 WL 6055774, at *1 (D.N.J. Dec. 6, 2017) (denying, without prejudice, a motion for class certification in an alleged automobile defect case); *Haag v. Hyundai Motor Am.*, 330 F.R.D. 127, 133 (W.D.N.Y. 2019) (finding that common issues did not predominate in an automobile defect class

action, as “there is no basis for the Court to infer that a reasonable consumer—let alone an entire class of consumers—would have demanded a lower purchase or lease price if they were informed that they might have to perform [auto part] replacement and maintenance . . . earlier than they otherwise expected.”).

To prevail, Plaintiffs would have had to withstand any renewed motion for judgment, overcome the numerous defenses to the claims, obtain class certification, likely defend a certification order on appeal under Rule 23(f), survive inevitable motions for decertification, and prevail at trial and any subsequent appeal - - the results of which are uncertain. By comparison, the proposed settlement provides certain, timely, and substantial benefits to the Settlement Class, over and above the Recall, and does so right now. *See, e.g., In re Mego Fin. Corp. Sec. Litig.*, 213 F.3d 454, 459 (9th Cir. 2000) (“difficulties in proving the case” favored settlement approval).

In contrast to the uncertainty and delays attendant to continued litigation, this settlement “provides a significant, easy-to-obtain benefit to class members” in the form of warranty extensions and a cash reimbursement to any Settlement Class Vehicle purchaser or lessee with a valid and timely claim for past paid out-of-pocket repair costs. *In re Haier Freezer Consumer Litig.*, 2013 WL 2237890, at *4 (N.D. Cal. May 21, 2013); *see also Ebarle v. Lifelock, Inc.*, 2016 WL 234364, at *8 (N.D. Cal. Jan. 20, 2016) (settlement that provides immediate benefits to class members

has value compared to the risk and uncertainty of continued litigation).

i. The Stage of the Proceedings and the Amount of Discovery Completed Support the Settlement.

The relevant inquiry under the third *Girsh* factor is “whether Plaintiffs had an ‘adequate appreciation of the merits of the case before negotiating’ settlement.” *In re Wilmington Tr. Sec. Litig.*, 2018 WL 6046452, at *5 (D. Del. Nov. 19, 2018). Here, where the parties engaged in significant motion practice, Plaintiffs were adequately informed of the relative strengths and weaknesses of their case. *See In re Processed Egg Prod. Antitrust Litig.*, 284 F.R.D. 249, 270-71 (E.D. Pa. 2012); *see also Vaccaro v. New Source Energy Partners L.P.*, 2017 WL 6398636, at *5 (S.D.N.Y. Dec. 14, 2017).

ii. Plaintiffs Faced Risks on the Merits.

The fourth, fifth, and sixth *Girsh* factors—the risks of establishing liability, establishing damages, and maintaining the class action through the trial—also support approval. Class-action cases, like all complex litigation against companies ably represented by teams of talented defense counsel, carry inherent risks. *See Lazy Oil, Co. v. Witco Corp.*, 95 F. Supp. 2d 290, 337 (W.D. Pa. 1997) (noting that “[h]ere, as in every case, Plaintiffs face the general risk that they may lose at trial, since no one can predict the way in which a jury will resolve disputed issues”), *aff’d*, 166 F.3d 581 (3d Cir. 1999); *see also* Joshua P. Davis, Robert H. Lande, DEFYING

CONVENTIONAL WISDOM: THE CASE FOR PRIVATE ANTITRUST ENFORCEMENT, 48 Ga. L. Rev. 1, 79 (2013) (“highly respected scholars . . . believe that because many judges accept the field’s conventional wisdom, they systematically bias virtually every aspect of antitrust litigation in defendants’ favor.”). Plaintiffs believe their claims to be meritorious, but with neither class certification nor summary judgment decided as yet, not to mention the vagaries of trial and post-trial proceedings, it would be unreasonable to assert that no risks exist in proceeding further against Defendant. Yet, as we have demonstrated, the Settlement herein provides substantial benefits to the Settlement Class and mitigates those risks, as well as the substantial delays and expense attendant to continued litigation.

iii. The Settlement Amount Is Within the Range of Reasonableness in Light of the Best Possible Recovery and Attendant Risks of Litigation.

The seventh, eighth, and ninth *Girsh* factors—the ability of the Defendant to withstand a greater judgment, and the range of reasonableness of the settlement given the best possible recovery and considering all the attendant risks of litigation—support approval. *City of Detroit v. Grinnell Corp.*, 495 F.2d 448, 455 (2d Cir. 1974) (“The fact that a proposed settlement may amount to a fraction of the potential recovery does not, in and of itself, mean that the proposed settlement is grossly inadequate and should be disapproved.”) The Settlement provides significant benefits to the Settlement Class. The consideration to be paid by

Defendant and obtained by the Settlement Class, when balanced against the risks and potential benefits of continued litigation that could result in no recovery at all, demonstrates that the Settlement falls well within the range of what is fair, reasonable, and adequate, and clearly merits preliminary approval.

4. Rule 23(e)(2)(C)(ii) – Effectiveness of the “proposed method of distributing relief” and “the method of processing class-member claims.”

Under this factor, the Court “scrutinize[s] the method of claims processing to ensure that it facilitates filing legitimate claims” and “should be alert to whether the claims process is unduly demanding.” Fed. R. Civ. P. 23 advisory comm.’s notes to 2018 amendment. This factor is satisfied because the Agreement provides for individualized notice to each Settlement Class Member and the Notice clearly describes the process for Settlement Class Members to object to or exclude themselves or to submit claims. *See Hall*, 2019 WL 3996621, at *5. As detailed above, each Settlement Class Member will receive a copy of the Notice via direct mail with all relevant documents available on the website. *See also* SA § V(C)(6).

5. Rule 23(e)(2)(C)(iii) – The terms and timing of any proposed attorney’s fee award.

This factor recognizes that “[e]xamination of the attorney-fee provisions may also be valuable in assessing the fairness of the proposed settlement.” Fed. R. Civ. P. 23, advisory comm.’s notes to 2018 amendment. First, as discussed above, the

issue of reasonable attorney's fees was not discussed until after the Parties reached agreement on the terms of the Settlement, and even then, were the subject of vigorous arm's length negotiations. The proposed order submitted herewith provides for Plaintiffs to file their motion for attorneys' fees and expenses before the expiration of the objection period. The fee and expense award will be paid separately by VWGoA from any class benefits and does not affect the class relief.

At the final approval stage, Plaintiffs will brief the fairness and reasonableness of the requested attorneys' fees under the Third Circuit's *Gunter* factors. *See, e.g., Tumpa v. IOC-PA, LLC*, 2021 WL 62144, *10-12 (W.D. Pa. Jan. 7, 2021). However, such detailed analysis is not necessary at the preliminary approval stage. *See, e.g., Altnor v. Preferred Freezer Servs., Inc.*, 2016 WL 9776078, at *1 n.1 (E.D. Pa. Feb. 9, 2016) (attorney's fees "will be addressed at the final fairness hearing").

6. Rule 23(e)(2)(C)(iv) – Any agreement required to be identified under Rule 23(e)(3).

Rule 23(e)(3) requires settling parties to "file a statement identifying any agreement made in connection with the proposal." There are no agreements other than the Settlement Agreement.

7. Rule 23(e)(2)(D) – Whether the settlement treats class members equitably relative to each other.

This factor seeks to prevent the "inequitable treatment of some class members *vis-a-vis* others." Fed. R. Civ. P. 23, advisory comm.'s notes to 2018 amendment.

Here, this factor is satisfied because, as discussed above, each Settlement Class Member is entitled to the same warranty extension and can also be reimbursed for actual and unreimbursed out of pocket costs associated with past paid qualifying repairs.

The Settlement does offer each of the named Plaintiffs, subject to the Court's approval, a reasonable Service Award of \$2,500 that recognizes the important contribution they made to the prosecution of the action. Because of their efforts and willingness to become involved in this action, hundreds of thousands of absent Settlement Class Members will receive significant benefits from the Settlement. "[S]ubstantial authority exists for the payment of an incentive award to the named plaintiff."⁶ *Smith*, 2007 WL 4191749, at *3 (citing *Varacallo v. Mass. Mut. Life Ins. Co.*, 226 F.R.D. 207, 257 (D.N.J. 2005)). In addition, the proposed Service Award is in line with awards that have been approved in this Circuit. *See, e.g., Weissman v. Philip C. Gutworth, P.A.*, 2015 WL 333465, at *4 (D.N.J. Jan. 23, 2015) (\$2,500 service award); *Henderson*, 2013 WL 1192479, at *19 (\$6,000 and \$5,000 service awards); *Alin*, 2012 WL 8751045, at *16-17 (\$2,500 and \$12,500 service awards); *Moore v. Comcast Corp.*, 2011 WL 238821, at *6 (E.D. Pa. Jan. 24, 2011) (\$10,000 service award); *Careccio*, 2010 WL 1752347, at *7 (\$5,000 and \$3,500 service

⁶ Courts generally defer assessment of service awards until the final approval stage. *Hardy v. Embark Tech., Inc.*, 2023 WL 6276728, at *8 (N.D. Cal. Sept. 26, 2023); *Hale v. Manna Pro Prods., LLC*, 2020 WL 3642490, at *12 (E.D. Cal. July 6, 2020).

awards); *In re Am. Inv'rs Life Ins. Co. Annuity Mktg. & Sales Practices Litig.*, 263 F.R.D. 226, 245 (E.D. Pa. 2009) (incentive awards up to \$10,500).

In sum, as discussed above, the Court “will likely be able to ... approve the proposal under Rule 23(e)(2).” Fed. R. Civ. P. 23(e)(1)(B)(i).

C. THE COURT WILL BE ABLE TO CERTIFY THE CLASS FOR PURPOSES OF SETTLEMENT

When a class has not been certified before settlement, the Court considers whether “it likely will be able, after the final hearing, to certify the class.” Fed. R. Civ. P. 23(e)(1) advisory committee’s note to 2018 amendment; *see In re Payment Card Interchange Fee*, 330 F.R.D. at 50. As discussed below, the Court will likely be able to certify the proposed Settlement Class in connection with final approval, and since the class is being certified in the context of a settlement, there are no “manageability” concerns as may exist if the case were litigated. *Amchem Prods. v. Windsor*, 521 U.S. 591, 620 (1997); *In re Merck & Co., Inc. Vytarin Erisa Litigation*, 2010 WL 547613, *5 (D.N.J. Feb. 9, 2010) (citing *In re Warfarin Sodium Antitrust Litig.*, 391 F.3d 516, 519 (3d Cir. 2004).

1. RULE 23(A) IS SATISFIED

The four requirements of Rule 23(a), numerosity, commonality, typicality and adequacy, are met.

a. **The Settlement Class Members Are Too Numerous to Be Joined.**

For certification of a class to be appropriate, its members must be so numerous that their joinder would be “impracticable.” Fed. R. Civ. P. 23(a)(1). There are 222,892 Settlement Class Vehicles. Numerosity, therefore, is readily satisfied. *See, e.g., Marcus v. BMW of N. Am., LLC*, 687 F.3d 583, 595 (3d Cir. 2012) (noting that classes exceeding 40 are sufficiently numerous).

b. **There Are Common Questions of Law and Fact.**

Rule 23 next requires common questions of law or fact. Fed. R. Civ. P. 23(a)(2). “Meeting this requirement is easy enough,” *In re NFL Players Concussion Injury Litig.*, 821 F.3d at 427, as commonality is satisfied if “the named plaintiffs share at least one question of fact or law with the grievances of the prospective class.” *Id.* at 426-27 (quoting *Rodriguez v. Nat’l City Bank*, 726 F.3d 372, 382 (3d Cir. 2013)). The common questions in this case include whether the wiring harness was defective, whether Defendant had knowledge of the alleged defect (and if so, when), whether Defendant had a legal duty to disclose the alleged defect, and whether Defendant repaired the alleged defect and did so in a reasonable period of time. These questions are common to the settlement class, capable of class-wide resolution, and “will resolve an issue that is central to the validity of each one of the claims in one stroke.” *Id.* at 427 (quoting *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S.

338, 350 (2011)). Thus, the commonality requirement is met. *See Henderson v. Volvo Cars of N. Am., LLC*, 2013 WL 1192479, at *4 (D.N.J. Mar. 22, 2013).

c. Plaintiffs' Claims Are Typical of the Class.

“Typicality ensures the interests of the class and the class representatives are aligned ‘so that the latter will work to benefit the entire class through the pursuit of their own goals.’” *Newton v. Merrill Lynch, Pierce, Fenner & Smith, Inc.*, 259 F.3d 154, 182-83 (3d Cir. 2001) (quoting *Baby Neal v. Casey*, 43 F.3d 48, 57 (3d Cir. 1994)). Typicality does not require that every class member “share identical claims,” *id.*, but only that “class members’ claims arise from the same course of events and each class member makes similar legal arguments to prove the defendant’s liability,” *Atis v. Freedom Mortg. Corp.*, 2018 WL 5801544, at *7 (D.N.J. Nov. 6, 2018).

In this case, Plaintiffs and Settlement Class Members have the same types of claims stemming from the same allegedly defective product. Typicality, therefore, is established. *See In re NFL Players Concussion Injury Litig.*, 821 F.3d at 428 (holding typicality met where plaintiffs “seek recovery under the same legal theories for the same wrongful conduct as the [classes] they represent”).

d. Plaintiffs and Proposed Class Counsel Will Fairly and Adequately Protect the Interests of the Class.

Two questions are relevant to adequacy of representation under Rule 23(a)(4): “(1) whether Plaintiffs’ counsel is qualified, experienced, and able to conduct the

litigation; and (2) whether any conflicts of interest exist between the named parties and the class they seek to represent.” *Atis*, 2018 WL 5801544 at *7

i. Class Counsel Are Well Qualified.

Rule 23(g) sets forth the criteria for evaluating the adequacy of Plaintiffs’ counsel: (i) the work counsel has done in identifying or investigating potential claims in the action; (ii) counsel’s experience in handling class actions, other complex litigation, and the types of claims asserted in the action; (iii) counsel’s knowledge of the applicable law; and (iv) the resources that counsel will commit to representing the class” Fed. R. Civ. P. 23(g)(1)(A). Here, proposed Class Counsel are qualified, experienced, and competent in complex class litigation and have an established, successful track record with consumer class cases. *See* Cecchi Declaration.

ii. Plaintiffs Have No Conflicts of Interest and Have Diligently Pursued the Action on Behalf of the Other Class Members.

“A named plaintiff is ‘adequate’ if his interests do not conflict with those of the class.” *Shapiro*, 2018 WL 3158812 at *5. Plaintiffs have no interests adverse or antagonistic to absent Settlement Class Members. Rather, their claims are aligned with the Settlement Class. Further, Plaintiffs have demonstrated their commitment to this litigation by consulting with Plaintiffs’ Counsel, collecting documents for litigation, reviewing the pleadings, working with counsel to prepare responses to

discovery propounded by Defendant, and keeping informed of the progress of the litigation. Their interests are aligned with the interests of absent Settlement Class Members.

Accordingly, the adequacy requirement is satisfied.

2. RULE 23(B) IS SATISFIED

As to the predominance and superiority requirements, when “[c]onfronted with a request for settlement-only class certification, a district court need not inquire whether the case, if tried, would present intractable management problems...for the proposal is that there will be no trial.” *Amchem*, 521 U.S. at 620 (explaining that Rule 23(b)(3)(D) drops out of the analysis). The Third Circuit has noted that it is “more inclined to find the predominance test met in the settlement context.” *In re NFL Players Concussion Injury Litig.*, 821 F.3d at 434 (quoting *Sullivan v. DB Invs., Inc.*, 667 F.3d 273, 304 n.29 (3d Cir. 2011)). As set forth below, the predominance and superiority requirements are met for purposes of this settlement.

a. Common Issues of Law and Fact Predominate for Settlement Purposes.

The predominance inquiry tests the cohesion of the class, “ask[ing] whether the common, aggregation-enabling, issues in the case are more prevalent or important than the non-common, aggregation-defeating, individual issues.” *Tyson Foods, Inc. v. Bouaphakeo*, 136 S. Ct. 1036, 1045 (2016) (citation omitted).

Predominance is ordinarily satisfied, for settlement purposes, when the claims arise out of the defendant's common conduct. *See, e.g., Yaeger v. Subaru of Am., Inc.*, 2016 WL 4541861, at *7 (D.N.J. Aug. 31, 2016) (predominance satisfied for purposes of settlement where Subaru vehicles had an allegedly common, undisclosed design defect).

Here, the Settlement Class Members purchased or leased Settlement Class Vehicles that are alleged to contain a defect, which Defendant is alleged to have knowingly sold, concealed from consumers, and failed to reasonably repair. Common questions of law therefore predominate for settlement purposes. *See Yaeger*, 2016 WL 4541861 at *7; *In re Philips/Magnavox Television Litig.*, 2012 WL 1677244, at *7 (D.N.J. May 14, 2012) (common questions predominate in settlement class where "Class Members share common questions of law and fact, such as whether Philips knowingly manufactured and sold defective televisions without informing consumers and when Philips obtained actual knowledge of the alleged defect.").

b. A Class Action Settlement Is a Superior Means of Resolving This Controversy.

The Rule 23(b)(3) superiority inquiry "asks the court to balance, in terms of fairness and efficiency, the merits of a class action against those of alternative available methods of adjudication." *In re NFL Players Concussion Injury Litig.*, 821

F.3d at 434 (quoting *In re Warfarin Sodium Antitrust Litig.*, 391 F.3d 516, 528 (3d Cir. 2004)).

Here, given the relatively low monetary amount of the individual claims, Settlement Class Members are unlikely to bring individual lawsuits against Defendant. Furthermore, because the Settlement Class Members number in the hundreds of thousands, class-wide resolution of their claims in a single action is efficient for settlement purposes. *Atis*, 2018 WL 5801544 at *7 (finding superiority satisfied where “individual claims of class members are relatively small in monetary value,” management issues were “less likely” given common questions that predominated, and there were no other litigations concerning the controversy); *In re NFL Players Concussion Injury Litig.*, 821 F.3d at 435 (citation omitted) (superiority satisfied where “the [s]ettlement avoids thousands of duplicative lawsuits and enables fast processing of a multitude of claims”). For these reasons, consistent with Rule 23(e)(1)(B), the Court will likely be able to certify the settlement class in this case.

c. The Settlement Class Members are Ascertainable.

Although not explicitly set forth in the Federal Rules, courts have read into Rule 23 an implicit requirement that a class be “definite” or “ascertainable.” A proper class definition is necessary to ensure clarity as to who is entitled to relief, who is bound by a final judgment, and who is entitled to the “best notice practicable”

in a Rule 23(b)(3) action. *Byrd v. Aaron's, Inc.*, 784 F.3d 154, 175 (3d Cir. 2015); Manual § 21.222; “For a class to be sufficiently defined, the court must be able to resolve the question of whether class members are included or excluded from the class by reference to objective criteria.” 5 James W. Moore et al., *Moore's Federal Practice* 23.21[3] (3d ed. 1997); *see also Byrd*, 784 F.3d at 164.

Building upon the Third Circuit's previous decisions in *Carrera v. Bayer Corp.*, 727 F.3d 300 (3d Cir. 2013), and *Marcus v. BMW of North America, LLC*, 687 F.3d 583 (3d Cir. 2012), the Third Circuit has explained that ascertainability requires: 1) that the class members be identifiable by objective criteria and 2) that “a reliable and administratively feasible mechanism for determining whether putative class members fall within the class definition.” *Byrd*, 784 F.3d at 163 (*quoting Marcus*, 687 F.3d at 593-94). “The ascertainability requirement consists of nothing more than these two inquiries. It does not mean that plaintiffs must identify all class members at class certification” *Id.* Nor must plaintiffs “demonstrate that a single record, or set of records, conclusively establishes class membership.” *City Select Auto Sales Inc. v. BMW Bank of N. Am., Inc.*, 867 F.3d 434, 441 (3d Cir. 2017). Rather, at this stage of the litigation, a plaintiff need only show that “class members *can* be identified.” *Byrd*, 784 F.3d at 163 (*quoting Carrera*, 727 F.3d at 308 n.2) (emphasis in original).

Here, the Settlement Class Members are readily ascertained by obtaining,

from the state DMV, the names and addresses of the present and formers owners and lessees of the Settlement Class Vehicles using the Vehicle Identification Numbers (VINs) for those vehicles as provided by Defendant. Ascertainability is thus readily satisfied.

D. PROPOSED CLASS COUNSEL SATISFY RULE 23(G)

Pursuant to Rule 23(g), Plaintiffs also move to appoint the law firms of Carella, Byrne, Cecchi, Brody & Agnello, P.C.; Hagens Berman Sobol Shapiro LLP; Goldenberg Schneider, LPA; The Law Offices of Sean K. Collins; and Lemberg Law LLC, as “Class Counsel.” Rule 23(g) focuses on the qualifications of class counsel, complementing the requirement of Rule 23(a)(4) that the representative parties adequately represent the interests of the class members. Fed. R Civ. P. 23. Rule 23(g)(1)(A) specifically instructs a court to consider:

- (i) the work counsel has done in identifying or investigating potential claims in the action;
- (ii) counsel’s experience in handling class actions, other complex litigation, and the types of claims asserted in the action;
- (iii) counsel’s knowledge of the applicable law; and
- (iv) the resources that counsel will commit to representing the class.

Id. Here, each of Rule 23(g)(1)(A)’s considerations weigh strongly in favor of finding Plaintiffs’ Counsel adequate to serve as Class Counsel. Plaintiffs’ Counsel did substantial work identifying and investigating potential claims, properly

supporting the allegations in the Complaints, and briefing and defeating in large part Defendant's motions to dismiss.

As reflected in their firm resumes, Plaintiffs' Counsel have substantial experience, individually and collectively, successfully prosecuting class actions and other complex litigation, including claims of the type asserted in this action. *See* Cecchi Declaration. Proposed Class Counsel's extensive efforts in prosecuting this case, combined with their in-depth knowledge of the subject area, satisfy Rule 23(g).

E. THE PROPOSED CLASS NOTICE IS REASONABLE AND SHOULD BE APPROVED.

Rule 23(e)(1)(B) requires the Court to "direct notice in a reasonable manner to all class members who would be bound by the proposal." In an action certified under Rule 23(b)(3), the Court must "direct to class members the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort." Fed. R. Civ. P. 23(c)(2)(B). "Generally speaking, the notice should contain sufficient information to enable class members to make informed decisions on whether they should take steps to protect their rights, including objecting to the settlement or, when relevant, opting out of the class." *In re NFL Players Concussion Injury Litig.*, 821 F.3d at 435 (quoting *In re Baby Prods. Antitrust Litig.*, 708 F.3d 163, 180 (3d Cir. 2013)).

The class notice presented here fully complies with Rule 23 and the due

process mandates. As discussed above, the proposed notice program provides for direct mail notice to be disseminated by the Settlement Administrator, JND, with DMV database searches to be conducted to identify the Settlement Class Members. Prior to mailing the Class Notice, an address search through the United States Postal Service's National Change of Address database will be conducted to update the address information for Settlement Class Members. For any Class Notice that may be returned as undeliverable, the Settlement Administrator will re-mail where a forwarding address has been provided, and for any instances where no forwarding address is provided, the Settlement Administrator will conduct an advanced address search and re-mail accordingly. The settlement website will be a useful resource for Settlement Class Members—it will post the Claim Form, the Class Notice, and key pleadings and settlement related motions and orders in the case, including the Attorneys' Fee and Expense Application (once it is filed), and the motion for final approval. The settlement website will also contain the date of the final fairness hearing, the deadlines for objecting to or opting out of the settlement, the deadline and procedure for submitting reimbursement claims, and other pertinent information. This plan provides the best notice practicable under the circumstances. *See In re Ins. Broker Antitrust Litig.*, 297 F.R.D. 136, 152 (D.N.J. 2013) (finding notice via postcards to be sufficient).

CONCLUSION

Plaintiffs respectfully request that the Court grant preliminary approval to the Settlement Agreement and set a schedule for settlement proceedings.

Dated: May 23, 2024

Respectfully submitted,

James E. Cecchi

/s/ James E. Cecchi

James E. Cecchi

Caroline F. Bartlett

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Class
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**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

DANA POTVIN, LISA BULTMAN,
MICHAEL MCKARRY, DAVID
WABAKKEN, MOHAMED HASSAN,
CHRISTINA MERRILL, ERIC LEVINE,
PATRICK DONAHUE, DEBBI BROWN,
CAROL RADICE, TERRENCE BERRY,
AMANDA GREEN, DAVID
WILDHAGEN, KATY DOYLE, TASHIA
CLENDANIEL, HOGAN POPKESS,
KORY WHEELER, HARRY O'BOYLE,
JOE RAMAGLI, ERIC KOVALIK,
CHARLES HILLIER, LABRANDA
SHELTON, ADAM MOORE, TINA
GROVE, KEECH ARNSTEN, SCOTT
CARTER, MIKE SHERROD, CHRISTI
JOHNSON, MARY KOELZER AND
MARK STEVENS, Individually And On
Behalf Of All Others Similarly Situated,

Plaintiffs,

vs.

VOLKSWAGEN
AKTIENGESELLSCHAFT,
VOLKSWAGEN GROUP OF
AMERICA, INC., and VOLKSWAGEN
GROUP OF AMERICA
CHATTANOOGA OPERATIONS,
LLC,

Defendants.

Civil Action No. 2:22-cv-01537 (EP)
(JSA)

**DECLARATION OF JAMES E. CECCHI IN SUPPORT OF PLAINTIFFS'
UNOPPOSED MOTION FOR PRELIMINARY APPROVAL
OF CLASS ACTION SETTLEMENT**

I, James E. Cecchi, declare as follows:

1. I am an attorney with the law firm of Carella, Byrne, Cecchi, Brody

& Agnello, P.C. (“Carella Byrne”), counsel of record for Plaintiffs in this action.

I make this declaration in support of Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement, in order to place certain documents before the Court.

2. Attached hereto as Exhibit A is a true and correct copy of the Settlement Agreement with all Exhibits annexed thereto.

3. Attached hereto as Exhibit B is a true and correct copy of the firm resume of Carella, Byrne, Cecchi, Brody & Agnello, P.C.

4. Attached hereto as Exhibit C is a true and correct copy of the firm resume of Hagens Berman Sobol Shapiro, LLP.

5. Attached hereto as Exhibit D is a true and correct copy of the firm resume of Goldenberg Schneider, LPA.

6. Attached hereto as Exhibit E is a true and correct copy of the firm resume of Sean K. Collins, Esq.

7. Attached hereto as Exhibit F is a true and correct copy of the firm resume of Lemberg Law, LLC.

Dated: May 23, 2024

/s/ James E. Cecchi
James E. Cecchi

EXHIBIT A

SETTLEMENT AGREEMENT

This Settlement Agreement (the “Settlement Agreement” or the “Agreement”) is made and entered into as of this ___ day of March, 2024, by and between Plaintiffs Dana Potvin, Lisa Bultman, Michael McKarry, David Wabakken, Mohamed Hassan, Christina Merrill, Eric Levine, Patrick Donahue, Debbi Brown, Carol Radice, Terrence Berry, Amanda Green, David Wildhagen, Katy Doyle, Tashia Clendaniel, Hogan Popkess, Kory Wheeler, Harry O’Boyle, Joe Ramagli, Eric Kovalik, Charles Hillier, Labranda Shelton, Adam Moore, Tina Grove, Keech Arnsten, Scott Carter, Mike Sherrod, Christi Johnson, Mary Koelzer, and Mark Stevens (“Plaintiffs”), individually and as representatives of the Settlement Class defined below, and Volkswagen Group of America, Inc. (“VWGoA” or “Defendant”) (collectively, the “Parties”).

RECITALS

WHEREAS, on March 18, 2022, certain of the above-referenced Plaintiffs filed a putative class action entitled *Mike Sherrod, et al. v. Volkswagen Group of America, Inc.*, Civil Action No. 2:22-cv-01537-JDW-JSA (“*Sherrod*”), in the United States District Court for the District of New Jersey asserting, *inter alia*, various claims alleging a defect in the front door wiring harnesses of the Settlement Class Vehicles;

WHEREAS, on March 25, 2022, certain above-referenced Plaintiffs filed a putative class action entitled *Price McMahon, et al. v. Volkswagen Group of America, Inc.*, Civil Action No. 2:22-cv-01704-SDW-JSA (“*McMahon*”), in the United States District Court for the District of New Jersey asserting, *inter alia*, various claims alleging a defect in the front door wiring harnesses of the Settlement Class Vehicles;

WHEREAS, on July 19, 2022, the Court issued an order consolidating the *Sherrod* and *McMahon* actions for all purposes under the *Sherrod* civil action number, and thereafter, on August 5, 2022, Plaintiffs in the consolidated action collectively filed a Consolidated Class Action

Complaint (“CCAC”) against VWGoA, Volkswagen AG (“VWAG”) and Volkswagen Group of America Chattanooga Operations, LLC (“VWCOL”) (hereinafter, the “Action”);

WHEREAS, VWGoA, VWAG and VWCOL filed motions to dismiss the CCAC, which were subsequently fully briefed by the Parties;

WHEREAS, on June 16, 2023, the Court issued a decision and order granting in part and denying in part VWGoA, VWAG, and VWCOL’s respective motions to dismiss the CCAC;

WHEREAS, on July 17, 2023, plaintiffs filed a First Amended Consolidated Class Action Complaint (“FACCAC”);

WHEREAS, on July 28, 2023, the Court granted the parties’ joint stipulation to dismiss VWCOL from the Action without prejudice;

WHEREAS, on September 13, 2023, VWGoA and VWAG filed a motion to dismiss the FACCAC, which Plaintiffs opposed on October 27, 2023 and which the Court administratively terminated without prejudice on December 14, 2023 on consent of the Parties;

WHEREAS, Defendants deny Plaintiffs’ allegations and claims, and maintain, *inter alia*, that the Settlement Class Vehicles’ front door wiring harnesses are not defective, that no applicable warranties (express or implied) have been breached, that no common law duties or applicable statutes, laws, rules or regulations have been violated, that the Settlement Class Vehicles have been properly designed, tested, manufactured, distributed, marketed, advertised, warranted and sold, and that the Plaintiffs’ allegations and claims lack merit and are not suitable for class treatment if the Action proceeded through litigation and trial;

WHEREAS, the Parties, after investigation and careful analysis of their respective claims and defenses, and with full understanding of the potential risks, benefits, expense and uncertainty

of continued litigation, desire to compromise and settle all issues and claims that were or could have been brought in the Action by or on behalf of Plaintiffs and members of the Settlement Class;

WHEREAS, the Parties agree that neither this Settlement Agreement and exhibits, the underlying Settlement itself, nor its negotiations, documents, or any filings relating thereto, shall constitute, be evidence of, or be construed as, (i) any admission of liability, damages, or wrongdoing on the part of Defendants or any Released Party, which is expressly denied, and/or (ii) the existence or validity of any fact, allegation, claim, or issue of law, that was or could have been asserted in the Action, all of which are expressly denied by Defendants, and/or (iii) that the Plaintiffs' claims are or would be suitable for class treatment if the Action proceeded through litigation and trial rather than settlement;

WHEREAS, this Settlement Agreement is the result of vigorous and extensive arm's-length negotiations of highly disputed claims, with adequate knowledge of the facts, issues and the strengths and weaknesses of the Parties' respective positions, is fair, reasonable, and adequate, and complies in all respects with Fed. R. Civ. P. 23;

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth below, the Parties hereby agree as follows:

I. DEFINITIONS

A. "Action" or "Lawsuit"

"Action" or "Lawsuit" means the consolidated action entitled *Sherrod, et al. v. Volkswagen Group of America, Inc., et al.*, Civil Action No. 2:22-cv-01537-EP-JSA, pending in the United States District Court for the District of New Jersey.

B. “Agreement,” “Settlement,” or “Settlement Agreement”

“Agreement,” “Settlement,” or “Settlement Agreement” means this Settlement Agreement including all terms, provisions and conditions embodied herein and all attached Exhibits (which are an integral part of, and incorporated by reference in, this Settlement Agreement).

C. “Claim Administrator”

The “Claim Administrator” means JND Legal Administration.

D. “Claim” or “Claim for Reimbursement”

“Claim” or “Claim for Reimbursement” means the timely and proper submission of the required fully completed, signed, and dated Claim Form, together with all required Proof of Repair Expense documents (as defined in Section I.R. of this Agreement), in which a Settlement Class Member seeks to claim reimbursement for certain past paid and unreimbursed out-of-pocket expenses pursuant to the terms, conditions, and limitations set forth in Sections II.B. and III. of this Settlement Agreement.

E. “Claim Form”

“Claim Form” means the form that must be used to request reimbursement under this Agreement, substantially in the form attached hereto as Exhibit 1.

F. “Claim Period”

“Claim Period” means the period of time within which a Claim for Reimbursement under this Settlement must be mailed (postmarked), or submitted through the online Settlement website, to the Claim Administrator, which period shall expire seventy-five (75) days after the Notice Date.

G. “Class Counsel” or “Plaintiffs’ Counsel”

“Class Counsel” or “Plaintiffs’ Counsel” means, collectively, the law firms of Carella, Byrne, Cecchi, Brody & Agnello, P.C.; Hagens Berman Sobol Shapiro LLP; Goldenberg Schneider, LPA; The Law Offices of Sean K. Collins; and Lemberg Law LLC.

H. “Class Notice”

“Class Notice” means the post-card class notice and the long form class notice, which will be substantially in the form attached hereto as Exhibits 2 and 3.

I. “Class Notice Plan”

“Class Notice Plan” means the plan for disseminating Class Notice to the Settlement Class as set forth in Section V of this Settlement Agreement and includes any further notice provisions that may be agreed upon by the Parties.

J. “Court”

“Court” means the United States District Court for the District of New Jersey located in Newark, New Jersey.

K. “Defense Counsel”

“Defense Counsel” means Michael B. Gallub, Esq., Homer B. Ramsey, Esq., and Brian T. Carr, Esq. of Shook, Hardy & Bacon L.L.P.

L. “Effective Date”

“Effective Date” means the first business day after: (1) the Court enters a Final Order and Judgment approving the Settlement Agreement, substantially in the form agreed upon by counsel for the Parties, and (2) all appellate rights with respect to said Final Order and Judgment, other than those related solely to any award of attorneys’ fees, costs or Class Representative service award payments, have expired or been exhausted in such a manner as to affirm the Final Order and Judgment.

M. “Fee and Expense Application”

“Fee and Expense Application” means Class Counsel’s application for an award of reasonable attorneys’ fees, costs, and expenses (“Class Counsel Fees and Expenses”), and for Class Representative service awards.

N. “Final Fairness Hearing”

“Final Fairness Hearing” means the hearing at or after which the Court will determine whether to grant final approval of the Settlement as fair, reasonable, and adequate under Fed. R. Civ. P. 23(e).

O. “Final Order and Judgment”

“Final Order and Judgment” means the Final Order and Judgment granting final approval of the Settlement Agreement and dismissing the Action with prejudice as to Defendants, the form of which will be agreed by the Parties and submitted to the Court prior to the Final Fairness Hearing.

P. “In-Service Date”

“In-Service Date” means the date on which a Settlement Class Vehicle was first delivered to either the original purchaser or the original lessee; or if the vehicle was first placed in service as a “demonstrator” or “company” car, on the date such vehicle was first placed in service.

Q. “Notice Date”

“Notice Date” means the Court-ordered date by which the Claim Administrator shall mail notice of this Settlement to the Settlement Class. The Notice Date shall be within or up to one-hundred (100) days after the Court enters a Preliminary Approval Order, substantially in the form attached hereto as Exhibit 4.

R. “Proof of Repair Expense”

“Proof of Repair Expense” shall take the form of all of the following: (1) an original or legible copy of a repair invoice(s) or record(s) for the repair covered under the Settlement containing claimant’s name, the make, model and vehicle identification number (“VIN”) of the Settlement Class Vehicle, the name and address of the authorized Volkswagen dealer or non-dealer

service center that performed the covered repair, the date of the covered repair, the Settlement Class Vehicle's mileage at the time of the repair, a description of the repair work performed including the parts repaired/replaced and a breakdown of parts and labor costs, and the amount charged (parts and labor) for the covered repair; (2) proof of the Settlement Class Member's payment for the covered repair; and (3) if the person/entity seeking reimbursement is different from the one to whom the Class Notice was mailed, then proof of the Settlement Class Member's ownership or lease of the Settlement Class Vehicle at the time of the covered repair.

S. "Released Claims" or "Settled Claims"

"Released Claims" or "Settled Claims" means any and all claims, causes of action, demands, debts, suits, liabilities, obligations, damages, losses, actions, rights of action and remedies of any kind, nature and description, whether known or unknown, asserted or unasserted, foreseen or unforeseen, regardless of any legal or equitable theory, existing now or arising in the future, by Plaintiffs and any and all Settlement Class Members (including their successors, heirs, executors, administrators, assigns and representatives) which arise from or in any way relate to the front door wiring harnesses of Settlement Class Vehicles and their associated parts, and/or the Recall 97GF involving said front door wiring harnesses and all replacement parts, including, but not limited to, all claims that were or could have been asserted in the Action and all claims, causes of action, demands, debts, suits, liabilities, obligations, damages, rights or entitlements, losses, actions, rights of action and remedies of any kind, nature and description arising under any state, federal or local statute, law, rule, regulation, and/or common law, and also including any consumer protection, consumer fraud, unfair business practices or deceptive trade practices statutes or laws, any common law causes of action or theories of liability or recovery, and any legal or equitable theories whatsoever including tort, contract, products and/or strict liability, negligence, fraud, misrepresentation, concealment, consumer protection, restitution, quasi-contract, unjust

enrichment, express warranty, implied warranty, the Magnuson-Moss Warranty Act, the Arizona Consumer Fraud Act, the California Song-Beverly Consumer Warranty Act, the California Consumers Legal Remedies Act, the California Unfair Competition Law and False Advertising Law, the Colorado Consumer Protection Act, the Georgia Uniform Deceptive Trade Practices Act, the Georgia Fair Business Practices Act, the Illinois Consumer Fraud and Deceptive Business Practices Act, the Louisiana Unfair Trade Practices and Consumer Protection Law, the Maine Unfair Trade Practices Act, the Maryland Consumer Protection Act, the Massachusetts Consumer Protection Act, the Missouri Merchandising Practices Act, the Nebraska Consumer Protection Act, the New Jersey Consumer Fraud Act, the New York General Business Law, the North Carolina Unfair & Deceptive Trade Practices Act, the Ohio Consumer Sales Practices Act, the Oregon Unlawful Trade Practices Act, the Pennsylvania Unfair Trade Practices and Consumer Protection Law, the South Carolina Unfair Trade Practices Act, the Tennessee Consumer Protection Act of 1977, the Texas Deceptive Trade Practices Act, the Utah Consumer Sales Practices Act, the Virginia Consumer Protection Act, the Washington Consumer Protection Act, the West Virginia Consumer Credit and Protection Act, the Wisconsin Deceptive Trade Practices Act, the Uniform Commercial Code and any federal, state or local derivations thereof, all states' Lemon Laws, secret warranty laws and/or any other statutory or common law theories of liability and/or recovery, whether in law or in equity, and whether known or unknown, and for any and all injuries, losses, damages, remedies, recoveries or entitlements of any kind, nature and description, in law or in equity, under statutory and/or common law, and including, but not limited to, compensatory damages, economic losses or damages, exemplary damages, punitive damages, statutory damages, statutory penalties or rights, restitution, unjust enrichment, injunctive relief, and any other legal or

equitable relief. This release expressly exempts claims for personal injuries and property damage (other than damage to the Settlement Class Vehicle related to the front door wiring harness).

T. “Released Parties”

“Released Parties” means Volkswagen Group of America, Inc., Volkswagen AG, Volkswagen Group of America Chattanooga Operations, LLC, Volkswagen Credit, Inc., Volkswagen de México S.A. de C.V., Audi AG, Audi of America, Inc., Audi of America, LLC, all designers, manufacturers, assemblers, distributors, importers, retailers, marketers, advertisers, testers, inspectors, sellers, suppliers, component suppliers, lessors, warrantors, dealers, repairers and servicers of the Settlement Class Vehicles and each of their component parts and systems, all of their past and present directors, officers, shareholders, principals, partners, employees, agents, servants, assigns and representatives, and all of the aforementioned persons’ and entities’ attorneys, insurers, trustees, vendors, contractors, heirs, executors, administrators, successors, successor companies, parent companies, subsidiary companies, affiliated companies, divisions, trustees and representatives.

U. “Settlement Class” or “Settlement Class Members”

“Settlement Class” or “Settlement Class Members” means: “All present and former U.S. owners and lessees of Settlement Class Vehicles, as defined in Section I.V. of this Agreement, purchased or leased in the United States of America or Puerto Rico.”

Excluded from the Settlement Class are: (a) all Judges who have presided over the Action and their spouses; (b) all current employees, officers, directors, agents and representatives of Defendant, and their family members; (c) any affiliate, parent or subsidiary of Defendant and any entity in which Defendant has a controlling interest; (d) anyone acting as a used car dealer; (e) anyone who purchased a Settlement Class Vehicle for the purpose of commercial resale; (f) anyone who purchased a Settlement Class Vehicle with salvaged title and/or any insurance company who

acquired a Settlement Class Vehicle as a result of a total loss; (g) any insurer of a Settlement Class Vehicle; (h) issuers of extended vehicle warranties and service contracts; (i) any Settlement Class Member who, prior to the date of the Agreement, settled with and released Defendant or any Released Parties from any Released Claims, and (k) any Settlement Class Member that files a timely and proper Request for Exclusion from the Settlement Class.

V. “Settlement Class Vehicles”

“Settlement Class Vehicles” means certain model year 2019-2023 Atlas and Atlas Cross Sport vehicles, distributed by Volkswagen Group of America, Inc. for sale or lease in the United States and Puerto Rico, which are the subject of Recall 97GF and specifically identified by Vehicle Identification Number (“VIN”) in Exhibit 5 to this Agreement.

W. “Settlement Website”

“Settlement Website” means the website established by the Claim Administrator to provide Settlement Class Members with information and documents relating to the Settlement including the ability to timely submit Claims for Reimbursement online, if Settlement Class Members so choose. The Parties will work with the Claim Administrator to develop the Settlement Website in a form agreeable to the Parties.

II. SETTLEMENT CONSIDERATION

In consideration for the full and complete Release of all Released Claims against all Released Parties, and the dismissal of the Action with prejudice, Defendant agrees to provide the following consideration to the Settlement Class:

A. Warranty Extension for Current Owners or Lessees of Settlement Class Vehicles

Effective on the Notice Date, VWGoA will extend the New Vehicle Limited Warranty (“NVLW”) for all Settlement Class Vehicles to cover 100% of the cost of repair or replacement, by an authorized Volkswagen dealer, of a failed front door wiring harness [hereinafter, “Part”] that

was modified and/or installed in the Settlement Class Vehicle pursuant to Recall 97GF (the “Recall”), during a period of up to 5 years or 60,000 miles (whichever occurs first) from the date that the Recall repair was performed on said vehicle. The Warranty Extension applies to all wiring harness-related repairs performed pursuant to the Recall, whether or not involving replacement of the wiring harness itself, and will include any other necessary repair/adjustment to address any warning lights or fault codes resulting from or attendant to a failure of the Part.

Excluded from the Warranty Extension is any failure of the Part resulting from damage, abuse, alteration, modification, collision or crash, vandalism, and/or other impact or outside sources.

The Warranty Extension will be subject to the same terms and conditions as the original NVLW, and is fully transferable to subsequent owners to the extent that the time or mileage limitation of the Warranty Extension has not expired.

B. Reimbursement of Certain Past Paid (and Unreimbursed) Out-of-Pocket Expenses

1. Reimbursement:

Settlement Class Members who submit to the Settlement Claim Administrator (by mail or online through the Settlement Website) a timely and complete Claim for Reimbursement shall be eligible for 100% reimbursement of the past paid (and unreimbursed) cost (parts and labor) of repair or replacement of a failed Part (and any associated diagnostic costs charged and paid for in connection with that repair), performed prior to the Notice Date and within 7 years or 100,000 miles (whichever occurred first) from the vehicle’s In-Service Date. For any such past paid repair that was performed on or after December 22, 2022, the Settlement Class Member must also submit a signed declaration, under penalty of perjury, establishing that he/she/it/they presented their Settlement Class Vehicle to an authorized Volkswagen dealer to have the Recall repair performed

prior to December 22, 2022, but the dealer was unable to perform said repair within that time because a replacement part was not available. Eligible reimbursement includes all paid costs for wiring harness-related repairs, whether or not involving replacement of the wiring harness itself.

If the past paid repair occurred within the original NVLW period but was not performed by an authorized Volkswagen dealer, then the Settlement Class Member must submit records (or a sworn declaration if records are not available after a good faith effort to obtain them) showing that he/she first tried to have the repair performed by an authorized Volkswagen dealer but the dealer declined or was unable to perform the repair.

Reimbursement for a past paid repair performed by a service entity or facility that is not an authorized Volkswagen dealer shall not exceed a maximum reimbursement amount (parts and labor) of \$490.62 for repair of one front door wiring harness and \$672.16 for repair of both front door wiring harnesses.

2. Limitations and Exclusions:

a. Excluded from reimbursement is any front door wiring harness failure resulting from damage, abuse, alteration, modification, collision or crash, vandalism, and/or other impact or damage from outside sources.

b. Any reimbursement shall be reduced by goodwill or other monies or concessions paid by an authorized Volkswagen dealer, any other entity (including insurers and providers of extended warranties or service contracts), or from any other source, for repair or replacement of any front door wiring harness or any wiring harness-related repairs. If the Settlement Class Member received a free replacement or repair, or was otherwise reimbursed the full amount for the repair or replacement, then they will not be entitled to any reimbursement.

c. Defendant shall not be responsible for, and shall not warrant, repair/replacement work performed at any service center or facility that is not an authorized Volkswagen dealer.

3. Required Proof:

In order to obtain the benefits provided for in this Section, the Settlement Class Member must timely provide, together with a fully completed, signed and dated Claim Form, all required Proof of Repair Expense and any necessary declaration(s).

III. REQUIREMENTS FOR SUBMISSION OF A CLAIM FOR REIMBURSEMENT UNDER SECTION II.B. OF THIS AGREEMENT:

A. The Claim must be mailed and post-marked to the Claim Administrator, or submitted online through the Settlement Website, no later than seventy-five (75) days after the Notice Date;

B. The Claim, as timely submitted, must contain a fully completed, signed, and dated Claim Form, together with all required Proof of Repair Expense;

C. If the claimant is not a person to whom the Claim Form was addressed, and/or the vehicle with respect to which a Claim is made is not the vehicle identified by VIN number on the mailed Claim Form, the Claim must contain proof that the claimant is a Settlement Class Member and that the vehicle that is the subject of the Claim is a Settlement Class Vehicle; and the Claim Form and supporting documentation must demonstrate the Settlement Class Member's right to reimbursement, for the amount requested, under the terms and conditions of this Settlement Agreement.

IV. CLAIMS ADMINISTRATION

A. Costs of Administration and Notice

As between the Parties herein, Defendant shall be responsible for the reasonable cost of the Claim Administrator's dissemination of the Class Notice and claim administration. The Parties retain the right to audit and review the Claims-handling by the Claim Administrator, and the Claim Administrator shall report to both parties jointly.

B. Claim Administration

1. Only timely Claims that are complete and satisfy the Settlement criteria for reimbursement can be approved for payment. For each approved reimbursement claim, the Claim Administrator, on behalf of Defendant, shall mail to the Settlement Class Member, at the address listed on the Claim Form, a reimbursement check to be sent within one hundred fifty (150) days of the date of receipt of the Claim, or within one hundred fifty (150) days of the Effective Date, whichever is later. Checks shall remain valid for 180 days.

2. The Claim Administrator's denial of any Claim in whole or in part shall be binding and non-appealable, except that Class Counsel and Defense Counsel shall confer and attempt to resolve in good faith any disputed denial by the Claim Administrator.

3. If the Claim Administrator initially determines that the Claim Form is incomplete, deficient or otherwise not fully completed, signed and/or dated, and/or that supporting documentation is missing, deficient, or otherwise incomplete, then the Claim Administrator will send the Settlement Class Member a letter or notice by first class mail advising of the deficiency(ies) in the Claim Form and/or the documentation. The Settlement Class Member will then have thirty (30) days after the date of said letter/notice to mail a response to the Claim Administrator, curing all said deficiencies and supplying all missing information and documentation, or the claim will be denied.

4. If the Claim is denied in whole or in part, either for not being timely, not meeting the Settlement criteria for reimbursement, and/or for failure to timely cure any deficiencies or missing or incomplete information/documentation, the Claim Administrator will also notify the Settlement Class Member by sending a letter or notice of the denial by first class mail. Any Settlement Class Member whose claim is denied shall have twenty (20) days from the date of the Claim Administrator's letter/notice of denial to request an "attorney review" of the denial, after which time Class Counsel and Defense Counsel shall meet and confer to determine whether said denial, based upon the Claim Form and documentation previously was correct under the terms of the Settlement, whether the denial should be modified, and/or whether any disputed issues can amicably be resolved. The Claim Administrator will thereafter advise the Settlement Class Member of the attorney review determination, which shall be binding and not appealable.

V. NOTICE

A. To Attorneys General: In compliance with the Attorney General notification provision of the Class Action Fairness Act, 28 U.S.C. § 1715, the Claim Administrator shall provide notice of this proposed Settlement to the Attorney General of the United States, and the Attorneys General of each state in which a known Settlement Class Member resides. The Claim Administrator shall also provide contemporaneous notice to the Parties.

B. To Authorized Volkswagen Dealers: Prior to the Notice Date, Defendant shall advise each of its authorized Volkswagen dealers of the basic terms of the Settlement Agreement relating to the Extended Warranty, so that they may effectively communicate with Settlement Class Members and repair Settlement Class Vehicles, if needed, pursuant to the terms of the Extended Warranty. Defense Counsel will advise Class Counsel that authorized Volkswagen dealers were provided such notification.

C. To Settlement Class: The Claim Administrator shall be responsible for the following Settlement Class Notice Plan:

1. On an agreed upon date with the Claim Administrator, but in no event more than one-hundred (100) days after entry of the Preliminary Approval Order, the Claim Administrator shall cause individual post-card Class Notice, substantially in the form attached hereto as Exhibit 2, to be mailed, by first class mail, to the current or last known addresses of all reasonably identifiable Settlement Class Members. A longer form Class Notice, substantially in the form attached hereto as Exhibit 3, will be made available on the Settlement Website. The Claim Administrator will also provide email notice of the post-card to those Settlement Class Members for whom an email address is available from VWGoA's records regarding a particular Settlement Class Vehicle, to the extent that VWGoA's providing of such email addresses is not prohibited or restricted by agreement, customer/e-mail addressee request or restriction, and/or privacy or confidentiality laws, rules, or Company internal policies. Defendant may format the Class Notice in such a way as to minimize the cost of the mailing, so long as Settlement Class Members can reasonably read it and Class Counsel approves all changes and formatting. The Claim Administrator shall be responsible for mailing of the Class Notice.

2. For purposes of identifying Settlement Class Members, the Claim Administrator shall obtain from Polk/IHS Markit or an equivalent company (such as Experian) the names and current or last known addresses of Settlement Class Vehicle owners and lessees that can reasonably be obtained, based upon the VINs of Settlement Class Vehicles to be provided by Defendant.

3. Prior to mailing the Class Notice, the Claim Administrator shall conduct an address search through the United States Postal Service's National Change of Address database to

update the address information for Settlement Class Vehicle owners and lessees. For each individual Class Notice that is returned as undeliverable, the Claim Administrator shall re-mail all Class Notices where a forwarding address has been provided. For the remaining undeliverable notice packets where no forwarding address is provided, the Claim Administrator shall perform an advanced address search (e.g., a skip trace) and re-mail any undeliverable to the extent any new and current addresses are located.

4. The Claim Administrator shall diligently, and/or as reasonably requested by Class Counsel or Defense Counsel, report to Class Counsel and Defense Counsel the number of individual Class Notices originally mailed to Settlement Class Members, the number of individual Class Notices initially returned as undeliverable, the number of additional individual Class Notices mailed after receipt of a forwarding address, and the number of those additional individual Class Notices returned as undeliverable.

5. The Claim Administrator shall, upon request, provide Class Counsel and Defense Counsel with the names and addresses of all Settlement Class Members to whom the Claim Administrator mailed a Class Notice pursuant to this section.

6. The Claim Administrator shall implement a Settlement Website that contains the following information:

- (i) instructions on how to submit a Claim for Reimbursement by mail;
- (ii) instructions on how to contact the Claim Administrator, Class Counsel, and/or Defense Counsel for assistance;
- (iii) a copy of the Claim Form, Class Notice and this Settlement Agreement, the Preliminary Approval Order, the motion for Final Approval, the Class Counsel Fee and Expenses Application, and other pertinent orders and documents to be agreed upon by counsel for the Parties; and
- (iv) the deadlines for any objections, requests for exclusion and mailing of Claims, the date, time, and location of the final fairness hearing, and any other relevant information agreed upon by counsel for the Parties.

7. No later than ten (10) days after the Notice Date, the Claim Administrator shall provide an affidavit or declaration to Class Counsel and Defense Counsel, attesting that the Class Notice was disseminated in a manner consistent with the terms of this Agreement or those required by the Court.

VI. RESPONSE TO NOTICE

A. Objection to Settlement

Any Settlement Class Member who intends to object to the fairness of this Settlement Agreement and/or to Class Counsel's Fee and Expense Application must, by the date specified in the Preliminary Approval Order and recited in the Class Notice, which date shall be approximately forty-five (45) days after the Notice Date ("Objection Deadline"), either (i) file any such objection, together with any supporting briefs and documents, with the Court either in person at the Clerk's Office of the United States District Court, District of New Jersey located at the Martin Luther King Jr. Federal Building and United States Courthouse, 50 Walnut Street, Newark, New Jersey 07102, or (ii) file same via the Court's electronic filing system, or (iii) if not filed in person or via the Court's electronic system, mail the objection, together with any supporting briefs and documents, by U.S. first-class mail post-marked no later than the Objection Deadline, to all of the following: the Court at Martin Luther King Jr. Federal Building and United States Courthouse, 50 Walnut Street, Newark, New Jersey 07102, James E. Cecchi, Esq., Carella, Byrne, Cecchi, Brody & Agnello, P.C., 5 Becker Farm Road, Roseland, NJ 07068 on behalf of Plaintiffs, and Michael B. Gallub, Esq., Shook, Hardy & Bacon L.L.P., 1 Rockefeller Plaza, Suite 2801, New York, NY 10020 on behalf of Defendant.

1. Any objecting Settlement Class Member must include with his or her objection:

(a) the objector's full name, address, and telephone number,

(b) the model, model year and Vehicle Identification Number of the Settlement Class Vehicle, along with proof that the objector has owned or leased the Settlement Class Vehicle (i.e., a true copy of a vehicle title, registration, or license receipt);

(c) a written statement of all grounds for the objection accompanied by any legal support for such objection;

(d) copies of any papers, briefs, or other documents upon which the objection is based and are pertinent to the objection;

(e) the name and address of the lawyer(s), if any, who is representing the objecting Settlement Class Member in making the objection;

(f) a statement of whether the objecting Settlement Class Member intends to appear at the Final Fairness Hearing, either with or without counsel, and the identity(ies) of any counsel who will appear on behalf of the Settlement Class Member objection at the Final Fairness Hearing; and

(g) a list of all other objections submitted by the objector, and/or the objector's counsel, to any class action settlements submitted in any court in the United States in the previous five (5) years, including the full case name with jurisdiction in which it was filed and the docket number. If the Settlement Class Member or his/her/its counsel has not objected to any other class action settlement in the United States in the previous five years, he/she/it shall affirmatively so state in the objection.

2. Any Settlement Class Member who has not timely and properly filed an objection in accordance with the deadlines and requirements set forth herein shall be deemed to have waived and relinquished his/her/its right to object to any aspect of the Settlement, or any adjudication or review of the Settlement, by appeal or otherwise.

3. Subject to the approval of the Court, any timely and properly objecting Settlement Class Member may appear, in person or by counsel, at the Final Fairness Hearing to explain why the proposed Settlement should not be approved as fair, reasonable, and adequate, or to object to any motion for Class Counsel Fees and Expenses or Class Representative service awards. In order to appear at the Final Fairness Hearing, the objecting Settlement Class Member must, no later than the Objection Deadline, file with the Clerk of the Court, and serve upon all counsel designated in the Class Notice, a Notice of Intention to Appear at the Final Fairness Hearing. The Notice of Intention to Appear must include copies of any papers, exhibits, or other evidence and identity of witnesses that the objecting Settlement Class Member (or the objecting Settlement Class Member's counsel) intends to present to the Court in connection with the Final Fairness Hearing. Any Settlement Class Member who does not provide a Notice of Intention to Appear in accordance with the deadline and other specifications set forth in the Class Notice, or who has not filed an objection in accordance with the deadline and other requirements set forth in the Settlement Agreement and Class Notice, shall be deemed to have waived and relinquished any right to appear, in person or by counsel, at the Final Fairness Hearing.

B. Request for Exclusion from the Settlement

1. Any Settlement Class Member who wishes to be excluded from the Settlement Class must timely mail, by U.S. first-class mail, a request for exclusion ("Request for Exclusion") to the Claim Administrator and counsel for the Parties, by the deadline set forth below and specified in the Preliminary Approval Order. To be effective, the Request for Exclusion must be sent to the specified addresses and:

- (a) include the Settlement Class Member's full name, address and telephone number;

(b) identify the model, model year and VIN of the Settlement Class Vehicle;

and

(c) specifically and unambiguously state his/her/its desire to be excluded from the Settlement Class.

2. Any request for exclusion must be postmarked on or before the deadline set by the Court, which date shall be approximately forty-five (45) days after the Notice Date, and mailed to each of the following: JND Legal Administration, at an address to be provided; James E. Cecchi, Esq., Carella, Byrne, Cecchi, Brody & Agnello, P.C., 5 Becker Farm Road, Roseland, NJ 07068; and Michael B. Gallub, Esq., Shook, Hardy & Bacon L.L.P., 1 Rockefeller Plaza, Suite 2801, New York, NY 10020. Any Settlement Class Member who fails to submit a timely and complete Request for Exclusion mailed to the proper addresses shall be subject to and bound by this Settlement Agreement, the Release, and every order or judgment entered relating to this Settlement Agreement.

3. Class Counsel and Defense Counsel will review the purported Requests for Exclusion and determine whether they meet the requirements of a valid Request for Exclusion. Any communications from Settlement Class Members (whether styled as an exclusion request, an objection or a comment) as to which it is not readily apparent whether the Settlement Class Member meant to exclude himself/herself/itself from the Settlement Class will be evaluated jointly by counsel for the Parties, who will make a good faith evaluation, if possible. Any uncertainties about whether a Settlement Class Member is requesting exclusion from the Settlement Class will be submitted to the Court for resolution. The Claim Administrator will maintain a database of all Requests for Exclusion, and will send written communications memorializing those Requests for Exclusion to Class Counsel and Defense Counsel. The Claim Administrator shall report the names

of all such persons and entities requesting exclusion, and the VINs of the Settlement Class Vehicles owned or leased by the persons and entities requesting exclusion, to the Court, Class Counsel and Defense Counsel at least eighteen (18) days prior to the Final Fairness Hearing, and the list of persons and entities deemed by the Court to have timely and properly excluded themselves from the Settlement Class will be attached as an exhibit to the Final Order and Judgment.

VII. WITHDRAWAL FROM SETTLEMENT

Plaintiffs or Defendant shall have the option to withdraw from this Settlement Agreement, and to render it null and void, if any of the following occurs:

1. Any objection to the proposed Settlement is sustained and such objection results in changes to this Agreement that the withdrawing party deems in good faith to be material (*e.g.*, because it increases the costs of the Settlement, alters the Settlement, or deprives the withdrawing party of a material benefit of the Settlement; a mere delay of the approval and/or implementation of the Settlement including a delay due to an appeal procedure, if any, shall not be deemed material); or

2. The preliminary or final approval of this Settlement Agreement is not obtained without modification, and any modification required by the Court for approval is not agreed to by both parties, and the withdrawing party deems in good faith any required modification to be material (*e.g.*, because it increases the cost of the Settlement, alters the Settlement, or deprives the withdrawing party of a benefit of the Settlement; a mere delay of the approval and/or implementation of the Settlement including a delay due to an appeal procedure, if any, shall not be deemed material); or

3. Entry of the Final Order and Judgment described in this Agreement is vacated by the Court or reversed or substantially modified by an appellate court, except that a reversal or

modification of an order awarding reasonable attorneys' fees and expenses, if any, shall not be a basis for withdrawal; or

4. In addition to the above grounds, the Defendant shall have the option to withdraw from this Settlement Agreement, and to render it null and void, if more than ten percent (10%) of the persons and entities identified as being members of the Settlement Class exclude themselves from the Settlement Class.

5. To withdraw from this Settlement Agreement under this paragraph, the withdrawing Party must provide written notice to the other Party's counsel and to the Court within ten (10) business days of receipt of any order or notice of the Court modifying, adding or altering any of the material terms or conditions of this Agreement. In the event either Party withdraws from the Settlement, this Settlement Agreement shall be null and void, shall have no further force and effect with respect to any party in the Action, and shall not be offered in evidence or used in the Action or any other litigation for any purpose, including the existence, certification, or maintenance of any purported class. In the event of such withdrawal, this Settlement Agreement and all negotiations, proceedings, documents prepared, and statements made in connection herewith shall be inadmissible as evidence and without prejudice to the Defendant and Plaintiffs, and shall not be deemed or construed to be an admission or confession by any party of any fact, matter or proposition of law, and shall not be used in any manner for any purpose, and all parties to the Action shall stand in the same position as if this Settlement Agreement had not been negotiated, made or filed with the Court. Upon withdrawal, either party may elect to move the Court to vacate any and all orders entered pursuant to the provisions of this Settlement Agreement.

6. A change in law, or change of interpretation of present law, that affects this Settlement shall not be grounds for withdrawal from the Settlement.

VIII. ADMINISTRATIVE OBLIGATIONS

A. In connection with the administration of the Settlement, the Claim Administrator shall maintain a record of all contacts from Settlement Class Members regarding the Settlement, any claims submitted pursuant to the Settlement and any responses thereto. The Claim Administrator, on a monthly basis, shall provide to Class Counsel and Defense Counsel summary information concerning the number of claims made, number of claims approved, the number of claims denied, the number of claims determined to be deficient, and total dollar amount of payouts on claims made, such that Class Counsel and Defense counsel may inspect and monitor the claims process.

B. Except as otherwise stated in this Agreement, all reasonable expenses of the Claim Administrator incurred in administering this Settlement Agreement, including the Claim Administrator's cost of disseminating the Class Notice and of distributing and administering the benefits of the Settlement Agreement, shall be paid by Defendant.

IX. SETTLEMENT APPROVAL PROCESS

A. Preliminary Approval of Settlement

Promptly after the execution of this Settlement Agreement, Class Counsel shall present this Settlement Agreement to the Court, along with a motion requesting that the Court issue a Preliminary Approval Order substantially in the form attached as Exhibit 4.

B. Final Approval of Settlement

1. If this Settlement Agreement is preliminarily approved by the Court, and pursuant to a schedule set forth in the Preliminary Approval Order or otherwise agreed to by the Parties, Class Counsel shall present a motion requesting that the Court grant final approval of the Settlement and issue a Final Order and Judgment approving the Settlement, dismissing the Action

with prejudice, and directing the entry of judgment pursuant to Fed. R. Civ. P. 54(b) substantially in a form to be agreed by the Parties.

2. The Parties agree to fully cooperate with each other to accomplish the terms of this Settlement Agreement, including but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement the terms of this Settlement Agreement. The Parties shall use their best efforts, including all efforts contemplated by this Settlement Agreement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Settlement Agreement and the terms set forth herein. Such best efforts shall include taking all reasonable steps to secure entry of a Final Order and Judgment, as well as supporting the Settlement and the terms of this Settlement Agreement through any appeal.

C. Plaintiffs' Application for Attorney Fees and Incentive Awards

1. After the parties reached an agreement on the material terms of this Settlement, the Parties began to discuss the issue of reasonable Class Counsel Fees and Expenses and Class Representative service awards. As a result of adversarial arm's length negotiations thereafter, the Parties hereby agree that Class Counsel may apply to the Court ("Fee and Expense Application") for a combined award of reasonable attorneys' fees, costs and expenses (hereinafter, collectively, "Class Counsel Fees and Expenses") in an amount up to, but not exceeding, the total combined sum of \$1,950,000.00 for all Class Counsel and all fees, costs and expenses collectively. Class Counsel may apply for such an award, up to that total combined sum, on or before twenty-one (21) days prior to the deadline in the Preliminary Approval Order for objections and/or requests for exclusion, or as otherwise directed by the Court. Class Counsel shall not accept any amount of Class Counsel Fees and Expenses exceeding said total combined and collective sum. The award of reasonable Class Counsel Fees and Expenses, to the extent consistent with this Agreement, shall

be paid by Defendant as set forth below, and shall not reduce or in any way affect any benefits available to the Settlement Class pursuant to this Agreement.

2. The Parties agree that Class Counsel may also, as part of the Fee and Expense Application, apply to the Court for a reasonable service award of up to, but not exceeding, \$2,500.00 each to the following named Plaintiffs, Dana Potvin, Lisa Bultman, Michael McKarry, David Wabakken, Mohamed Hassan, Christina Merrill, Eric Levine, Patrick Donahue, Debbi Brown, Carol Radice, Terrence Berry, Amanda Green, David Wildhagen, Katy Doyle, Tashia Clendaniel, Hogan Popkess, Kory Wheeler, Harry O'Boyle, Joe Ramagli, Eric Kovalik, Charles Hillier, Labranda Shelton, Adam Moore, Tina Grove, Keech Arnsten, Scott Carter, Mike Sherrod, Christi Johnson, Mary Koelzer, and Mark Stevens, who are serving as putative class representatives in the Action ("Settlement Class Representatives").

3. The Class Counsel Fees and Expenses and Settlement Class Representative Service Awards, to the extent consistent with this Agreement, shall be paid as directed by the Court by wire transfer to Carella, Byrne, Cecchi, Brody & Agnello., P.C. ("Carella Byrne") within thirty (30) days after the later of the Effective Date of the Settlement or the date of entry of the Final Order and Judgment for attorney fees, expenses, and service awards, including final termination or disposition of any appeals relating thereto. Said payment to Carella Byrne shall fully satisfy and discharge all obligations of Defendant and the Released Parties with respect to payment of the Class Counsel Fees and Expenses, any attorneys' fees in connection with this Action, and Settlement Class Representative service awards, and Carella Byrne shall thereafter have sole responsibility to distribute the appropriate portions of said payment to the other Class Counsel and the Settlement Class representatives.

4. The procedure for, and the grant, denial, allowance or disallowance by the Court of the Fee and Expense Application, are not part of the Settlement, and are to be considered by the Court separately from the Court's consideration of the fairness, reasonableness and adequacy of the Settlement. Any order or proceedings relating solely to the Fee and Expense Application, or any appeal from any order related thereto or reversal or modification thereof, will not operate to terminate or cancel this Agreement, or affect or delay the Effective Date of the Settlement if it is granted final approval by the Court. Payment of Class Counsel Fees and Expenses and the Settlement Class Representatives' service awards will not reduce the benefits to which Settlement Class Members may be eligible under the Settlement terms, and the Settlement Class Members will not be required to pay any portion of the Settlement Class Representatives' service awards or Class Counsel Fees and Expenses.

D. Release of Plaintiffs' and Settlement Class Members' Claims

1. Upon the Effective Date, the Plaintiffs and each Settlement Class Member shall be deemed to have, and by operation of the Final Order and Judgment shall have, fully, completely and forever released, acquitted and discharged the Released Parties from all Released Claims.

2. Upon the Effective Date, with respect to the Released Claims, the Plaintiffs and all Settlement Class Members expressly waive and relinquish, to the fullest extent permitted by law, the provisions, rights, and benefits of § 1542 of the California Civil Code, which provides: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

3. Upon the Effective Date, the Action will be deemed dismissed with prejudice.

X. MISCELLANEOUS PROVISIONS

A. Effect of Exhibits

The exhibits to this Agreement are an integral part of the Settlement and are expressly incorporated and made a part of this Agreement.

B. No Admission of Liability

Neither the fact of, nor any provision contained in this Agreement, nor any action taken hereunder, shall constitute, or be construed as, any admission of the validity of any claim or any fact alleged in the Action or of any wrongdoing, fault, violation of law or liability of any kind on the part of Defendant and the Released Parties, or any admissions by Defendant and the Released Parties of any claim or allegation made in any action or proceeding against them. The Parties understand and agree that neither this Agreement, nor the negotiations that preceded it, shall be offered or be admissible in evidence against Defendant, the Released Parties, the Plaintiffs or the Settlement Class Members, or cited or referred to in the Action or any action or proceeding, except in an action or proceeding brought to enforce the terms of this Agreement.

C. Entire Agreement

This Agreement represents the entire agreement and understanding among the Parties and supersedes all prior proposals, negotiations, agreements and understandings relating to the subject matter of this Agreement. The Parties acknowledge, stipulate and agree that no covenant, obligation, condition, representation, warranty, inducement, negotiation or understanding concerning any part or all of the subject matter of this Agreement has been made or relied on except as expressly set forth in this Agreement. No modification or waiver of any provisions of this Agreement shall in any event be effective unless the same shall be in writing and signed by the person or party against whom enforcement of the Agreement is sought.

D. Arm's-Length Negotiations and Good Faith

The Parties have negotiated all of the terms and conditions of this Agreement at arm's-length. All terms, conditions and exhibits in their exact form are material and necessary to this Agreement and have been relied upon by the Parties in entering into this Agreement.

E. Continuing Jurisdiction

The Parties agree that the Court may retain continuing and exclusive jurisdiction over them, including all Settlement Class Members, for the purpose of the administration and enforcement of this Agreement.

F. Binding Effect of Settlement Agreement

This Agreement shall be binding upon and inure to the benefit of the Parties and their representatives, attorneys, executors, administrators, heirs, successors and assigns.

G. Extensions of Time

The Parties may agree upon a reasonable extension of time for deadlines and dates reflected in this Agreement, without further notice (subject to Court approval as to Court dates).

H. Service of Notice

Whenever, under the terms of this Agreement, a person is required to provide service or written notice to Defense Counsel or Class Counsel, such service or notice shall be directed to the individuals and addresses specified below, unless those individuals or their successors give notice to the other parties in writing, of a successor individual or address:

As to Plaintiffs: James E. Cecchi, Esq.
Carella, Byrne, Cecchi, Brody & Agnello, P.C.,
5 Becker Farm Road
Roseland, New Jersey 07068

As to Defendant: Michael B. Gallub, Esq.
Shook, Hardy & Bacon L.L.P.
1 Rockefeller Plaza, 28th Floor
New York, New York 10020

I. Authority to Execute Settlement Agreement

Each counsel or other person executing this Agreement or any of its exhibits on behalf of any party hereto warrants that such person has the authority to do so.

J. Discovery

Defendant will continue to participate in reasonable confirmatory discovery to be agreed by the Parties.

K. Return of Confidential Materials

All documents and information designated as “confidential” and produced or exchanged in the Action, shall be returned or destroyed no later than 60 days after the Court’s entry of a Final Order and Judgment approving this Settlement Agreement. Counsel for each Party shall provide a certification to the other that commercially reasonable efforts have been made to assure that all “confidential” material has been returned or destroyed in accordance with this Section, and affirming that the receiving party has not retained originals, copies, abstracts, compilations, summaries or any other format reproducing or capturing the “confidential” material.

L. No Assignment

The Parties represent and warrant that they have not assigned or transferred, or purported to assign or transfer, to any person or entity, any claim or any portion thereof or interest therein, including, but not limited to, any interest in the litigation or any related action.

M. No Third-Party Beneficiaries

This Agreement shall not be construed to create rights in, or to grant remedies to, or delegate any duty, obligation or undertaking established herein to any third party (other than Settlement Class Members themselves) as a beneficiary of this Agreement. However, this does

not apply to, or, in any way, limit, any Released Party's right to enforce the Release of Claims set forth in this Agreement.

N. Construction

The determination of the terms and conditions of this Agreement has been by mutual agreement of the Parties. Each Party participated jointly in the drafting of this Agreement and, therefore, the terms and conditions of this Agreement are not intended to be, and shall not be, construed against any Party by virtue of draftsmanship.

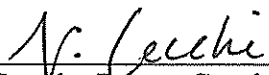
O. Captions

The captions or headings of the sections and paragraphs of this Agreement have been inserted for convenience of reference only and shall have no effect upon the construction or interpretation of any part of this Agreement.

IN WITNESS HEREOF, the Parties have caused this Agreement to be executed, by their duly authorized attorneys, as of the date(s) indicated on the lines below.

ON BEHALF OF PLAINTIFFS:

Dated: ^{April} ~~March~~ 3, 2024



Carella, Byrne, Cecchi, Brody & Agnello,
P.C.
Class Counsel
By: James E. Cecchi

Dated: March _____, 2024

Hagens Berman Sobol Shapiro, LLP
Class Counsel
By:

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O. Captions

The captions or headings of the sections and paragraphs of this Agreement have been inserted for convenience of reference only and shall have no effect upon the construction or interpretation of any part of this Agreement.


IN WITNESS HEREOF, the Parties have caused this Agreement to be executed, by their duly authorized attorneys, as of the date(s) indicated on the lines below.

ON BEHALF OF PLAINTIFFS:

Dated: March __, 2024

Carella, Byrne, Cecchi, Brody & Agnello,
P.C.
Class Counsel
By: James E. Cecchi

Dated: ~~March~~ ^{April} 8, 2024



Hagens Berman Sobol Shapiro, LLP
Class Counsel
By:

Apr 3, 2024

Dated: March ____, 2024

Jeffrey S. Goldenberg
Jeffrey S. Goldenberg (Apr 3, 2024 13:57 EDT)

Goldenberg Schneider, LPA
Class Counsel
By: Jeffrey S. Goldenberg

Dated: March ____, 2024

The Law Offices of Sean K. Collins
Class Counsel
By:

Dated: March ____, 2024

Lemberg Law LLC
Class Counsel
By:

Dated: March ____, 2024

Dana Potvin

Dated: March ____, 2024

Lisa Bultman

Dated: March ____, 2024

Michael McKarry

Dated: March ____, 2024

David Wabakken

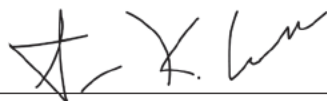
Dated: March ____, 2024

Mohammed Hassan

Dated: March ____, 2024

Goldenberg Schneider, LPA
Class Counsel
By:

Dated: ~~March~~ April 3 ____, 2024



The Law Offices of Sean K. Collins
Class Counsel
By: Sean K. Collins

Dated: March ____, 2024

Lemberg Law LLC
Class Counsel
By:

Dated: March ____, 2024

Dana Potkin

Dated: March ____, 2024

Lisa Bultman

Dated: March ____, 2024

Michael McKarry

Dated: March ____, 2024

David Wabakken

Dated: March ____, 2024

Mohammed Hassan

Dated: March ____, 2024

Goldenberg Schneider, LPA
Class Counsel
By:

Dated: March ____, 2024

The Law Offices of Sean K. Collins
Class Counsel
By:

Dated: March ____, 2024

Sergei Lemberg
Digitally signed by Sergei Lemberg
DN: cn=Sergei Lemberg, c=US,
o=Lemberg Law LLC,
email=slemberg@leberglaw.com
Reason: I have reviewed this document
Date: 2024.04.08 10:18:31 -04'00'

Lemberg Law LLC
Class Counsel
By:

Dated: March ____, 2024

Dana Potkin

Dated: March ____, 2024

Lisa Bultman

Dated: March ____, 2024

Michael McKarry

Dated: March ____, 2024

David Wabakken

Dated: March ____, 2024

Mohammed Hassan

Dated: March ____, 2024

Goldenberg Schneider, LPA
Class Counsel
By:

Dated: March ____, 2024

The Law Offices of Sean K. Collins
Class Counsel
By:

Dated: March ____, 2024

Lemberg Law LLC
Class Counsel
By:

Mar 21, 2024



Dana Potvin (Mar 21, 2024 16:45 EDT)

Dated: March ____, 2024

Dana Potvin

Dated: March ____, 2024

Lisa Bultman

Dated: March ____, 2024

Michael McKarry

Dated: March ____, 2024

David Wabakken

Dated: March ____, 2024

Mohammed Hassan

Dated: March ____, 2024

Goldenberg Schneider, LPA
Class Counsel
By:

Dated: March ____, 2024

The Law Offices of Sean K. Collins
Class Counsel
By:

Dated: March ____, 2024

Lemberg Law LLC
Class Counsel
By:

Dated: March ____, 2024

Dana Potvin

Mar 27, 2024

Lisa Bultman
Lisa Bultman (Mar 27, 2024 09:25 PDT)

Dated: March ____, 2024

Lisa Bultman

Dated: March ____, 2024

Michael McKarry

Dated: March ____, 2024

David Wabakken

Dated: March ____, 2024

Mohammed Hassan

Dated: March ____, 2024

Goldenberg Schneider, LPA
Class Counsel
By:

Dated: March ____, 2024

The Law Offices of Sean K. Collins
Class Counsel
By:

Dated: March ____, 2024

Lemberg Law LLC
Class Counsel
By:


Dated: March ____, 2024

Dana Potvin

Dated: March ____, 2024

Lisa Bultman

Mar 22, 2024



Michael T. McKarry (Mar 22, 2024 12:21 EDT)

Dated: March ____, 2024

Michael McKarry

Dated: March ____, 2024

David Wabakken

Dated: March ____, 2024

Mohammed Hassan

Dated: March ____, 2024

Goldenberg Schneider, LPA
Class Counsel
By:

Dated: March ____, 2024

The Law Offices of Sean K. Collins
Class Counsel
By:

Dated: March ____, 2024

Lemberg Law LLC
Class Counsel
By:

Dated: March ____, 2024

Dana Potvin


Dated: March ____, 2024

Lisa Bultman

Dated: March ____, 2024

Michael McKarry

Mar 19, 2024



Tricia Wabakken (Mar 19, 2024 15:18 PDT)

Dated: March ____, 2024

David Wabakken

Dated: March ____, 2024

Mohammed Hassan

Dated: March ____, 2024

Goldenberg Schneider, LPA
Class Counsel
By:

Dated: March ____, 2024

The Law Offices of Sean K. Collins
Class Counsel
By:

Dated: March ____, 2024

Lemberg Law LLC
Class Counsel
By:

Dated: March ____, 2024

Dana Potkin

Dated: March ____, 2024

Lisa Bultman


Dated: March ____, 2024

Michael McKarry

Dated: March ____, 2024

David Wabakken

Dated: March ²² ____, 2024

DocuSigned by:


266D3236495F4B6...
Mohammed Hassan

Mar 26, 2024


Christina Merrill (Mar 26, 2024 09:48 EDT)

Dated: March ____, 2024

Christina Merrill

Dated: March ____, 2024

Eric Levine

Dated: March ____, 2024

Patrick Donahue

Dated: March ____, 2024

Debbi Brown

Dated: March ____, 2024

Carol Radice

Dated: March ____, 2024

Terrence Berry

Dated: March ____, 2024

Amanda Green

Dated: March ____, 2024

David Wildhagen

Dated: March ____, 2024

Christina Merrill

Mar 31, 2024

Dated: March ____, 2024

ERIC LEVINE
ERIC LEVINE (Mar 31, 2024 22:11 EDT)

Eric Levine

Dated: March ____, 2024

Patrick Donahue

Dated: March ____, 2024

Debbi Brown

Dated: March ____, 2024

Carol Radice

Dated: March ____, 2024

Terrence Berry

Dated: March ____, 2024

Amanda Green

Dated: March ____, 2024

David Wildhagen

Dated: March ____, 2024

Christina Merrill

Dated: March ____, 2024

Eric Levine

Apr 1, 2024

Patrick Donahue
Patrick Donahue (Apr 1, 2024 09:09 MDT)

Dated: March ____, 2024

Patrick Donahue

Dated: March ____, 2024

Debbi Brown

Dated: March ____, 2024

Carol Radice

Dated: March ____, 2024

Terrence Berry

Dated: March ____, 2024

Amanda Green

Dated: March ____, 2024

David Wildhagen

Dated: March ____, 2024

Christina Merrill

Dated: March ____, 2024


Eric Levine

Dated: March ____, 2024

Patrick Donahue

Mar 22, 2024

Dated: March ____, 2024



Debbi Brown (Mar 22, 2024 10:50 EDT)

Debbi Brown

Dated: March ____, 2024

Carol Radice

Dated: March ____, 2024

Terrence Berry

Dated: March ____, 2024

Amanda Green

Dated: March ____, 2024

David Wildhagen

Dated: March ____, 2024

Christina Merrill

Dated: March ____, 2024

Eric Levine

Dated: March ____, 2024

Patrick Donahue

Dated: March ____, 2024

Debbi Brown

Mar 20, 2024

Carol Radice

Dated: March ____, 2024

Carol Radice

Dated: March ____, 2024

Terrence Berry

Dated: March ____, 2024

Amanda Green

Dated: March ____, 2024

David Wildhagen

Dated: March____, 2024

Christina Merrill

Dated: March____, 2024

Eric Levine

Dated: March____, 2024

Patrick Donahue

Dated: March____, 2024


Debbi Brown

Dated: March____, 2024

Carol Radice

Mar 27, 2024

Dated: March____, 2024



Terrence Berry (Mar 27, 2024 15:31 EDT)

Terrence Berry

Dated: March____, 2024

Amanda Green

Dated: March____, 2024

David Wildhagen

Dated: March ____, 2024

Christina Merrill

Dated: March ____, 2024

Eric Levine

Dated: March ____, 2024

Patrick Donahue

Dated: March ____, 2024

Debbi Brown

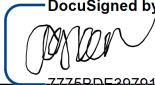
Dated: March ____, 2024

Carol Radice

Dated: March ____, 2024

Terrence Berry

Dated: March ²² ____, 2024

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7775BDE39791419...
Amanda Green

Dated: March ____, 2024

David Wildhagen

Dated: March ____, 2024

Christina Merrill

Dated: March ____, 2024

Eric Levine

Dated: March ____, 2024

Patrick Donahue

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Debbi Brown

Dated: March ____, 2024

Carol Radice

Dated: March ____, 2024


Terrence Berry

Dated: March ____, 2024

Amanda Green

Mar 21, 2024

Dated: March ____, 2024



David Wildhagen (Mar 21, 2024 17:02 EDT)

David Wildhagen

Mar 20, 2024

Dated: March ____, 2024

Katy Doyle
Katy Doyle (Mar 20, 2024 08:47 CDT)

Katy Doyle

Dated: March ____, 2024

Tashia Clendaniel

Dated: March ____, 2024

Hogan Popkess

Dated: March ____, 2024

Kory Wheeler

Dated: March ____, 2024

Harry O'Boyle

Dated: March ____, 2024

Joe Ramagli

Dated: March ____, 2024

Eric Kovalik

Dated: March ____, 2024

Charles Hillier

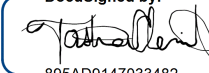
Dated: March ____, 2024

Labranda Shelton

Dated: March ____, 2024

Katy Doyle

22
Dated: March ____, 2024

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895AD9147033482...
Tashia Clendaniel

Dated: March ____, 2024

Hogan Popkess

Dated: March ____, 2024

Kory Wheeler

Dated: March ____, 2024

Harry O'Boyle

Dated: March ____, 2024

Joe Ramagli

Dated: March ____, 2024

Eric Kovalik

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Charles Hillier

Dated: March ____, 2024

Labranda Shelton

Dated: March____, 2024

Katy Doyle

Dated: March____, 2024

Tashia Clendaniel

Mar 27, 2024

Dated: March____, 2024

Hogan Popkess
Hogan Popkess (Mar 27, 2024 11:56 EDT)

Hogan Popkess

Dated: March____, 2024

Kory Wheeler

Dated: March____, 2024

Harry O'Boyle

Dated: March____, 2024

Joe Ramagli

Dated: March____, 2024

Eric Kovalik

Dated: March____, 2024

Charles Hillier

Dated: March____, 2024

Labranda Shelton

Dated: March ____, 2024

Katy Doyle

Dated: March ____, 2024


Tashia Clendaniel

Dated: March ____, 2024

Hogan Popkess

Mar 20, 2024

Dated: March ____, 2024



Kory Wheeler (Mar 20, 2024 19:33 EDT)

Kory Wheeler

Dated: March ____, 2024

Harry O'Boyle

Dated: March ____, 2024

Joe Ramagli

Dated: March ____, 2024

Eric Kovalik

Dated: March ____, 2024

Charles Hillier

Dated: March ____, 2024

Labranda Shelton

Dated: March ____, 2024

Katy Doyle

Dated: March ____, 2024

Tashia Clendaniel

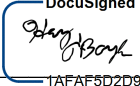
Dated: March ____, 2024

Hogan Popkess

Dated: March ____, 2024

Kory Wheeler

Dated: March ²⁵ ____, 2024

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1AEAF5D2D934477...
Harry O'Boyle

Dated: March ____, 2024

Joe Ramagli

Dated: March ____, 2024

Eric Kovalik

Dated: March ____, 2024

Charles Hillier

Dated: March ____, 2024

Labranda Shelton

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Katy Doyle

Dated: March ____, 2024

Tashia Clendaniel

Dated: March ____, 2024

Hogan Popkess

Dated: March ____, 2024


Kory Wheeler

Dated: March ____, 2024

Harry O'Boyle

Mar 19, 2024

Dated: March ____, 2024



Joe Ramagli (Mar 19, 2024 18:37 EDT)

Joe Ramagli

Dated: March ____, 2024

Eric Kovalik

Dated: March ____, 2024

Charles Hillier

Dated: March ____, 2024

Labranda Shelton

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Katy Doyle

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Tashia Clendaniel

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Hogan Popkess

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Kory Wheeler

Dated: March ____, 2024

Harry O'Boyle

Dated: March ____, 2024

Joe Ramagli

Mar 25, 2024

Dated: March ____, 2024

Eric Kovalik
Eric Kovalik (Mar 25, 2024 13:48 EDT)

Eric Kovalik

Dated: March ____, 2024

Charles Hillier

Dated: March ____, 2024

Labranda Shelton

Dated: March ____, 2024

Katy Doyle

Dated: March ____, 2024

Tashia Clendaniel

Dated: March ____, 2024

Hogan Popkess

Dated: March ____, 2024

Kory Wheeler

Dated: March ____, 2024

Harry O'Boyle

Dated: March ____, 2024

Joe Ramagli

Dated: March ____, 2024

Eric Kovalik

Mar 22, 2024

Dated: March ____, 2024

C. Brandon Hillier
C. Brandon Hillier (Mar 22, 2024 14:01 CDT)

Charles Hillier

Dated: March ____, 2024

Labranda Shelton

Dated: March____, 2024

Katy Doyle

Dated: March____, 2024

Tashia Clendaniel

Dated: March____, 2024

Hogan Popkess

Dated: March____, 2024

Kory Wheeler

Dated: March____, 2024

Harry O'Boyle

Dated: March____, 2024

Joe Ramagli

Dated: March____, 2024

Eric Kovalik

Dated: March____, 2024

Charles Hillier

Mar 27, 2024

Labranda Shelton


Labranda Shelton (Mar 27, 2024 11:10 CDT)

Dated: March____, 2024

Labranda Shelton

Mar 19, 2024

Dated: March ____, 2024


Adam Moore (Mar 19, 2024 18:36 MDT)

Adam Moore

Dated: March ____, 2024

Tina Grove

Dated: March ____, 2024

Keech Arnstein

Dated: March ____, 2024

Scott Carter

Dated: March ____, 2024

Mike Sherrod

Dated: March ____, 2024

Christi Johnson

Dated: March ____, 2024

Mary Koelzer

Dated: March ____, 2024

Mark Stevens

Dated: March ____, 2024

Adam Moore

Dated: March ²⁷ ____, 2024

DocuSigned by:
Tina Grove
92AD05D0091E4D7...
Tina Grove

Dated: March ____, 2024

Keech Arnstein

Dated: March ____, 2024

Scott Carter

Dated: March ____, 2024

Mike Sherrod

Dated: March ____, 2024

Christi Johnson

Dated: March ____, 2024

Mary Koelzer

Dated: March ____, 2024

Mark Stevens

Dated: March ____, 2024


Adam Moore

Dated: March ____, 2024

Tina Grove

Mar 29, 2024

Dated: March ____, 2024



Keech Arnstein (Mar 29, 2024 11:48 PDT)

Keech Arnstein

Dated: March ____, 2024

Scott Carter

Dated: March ____, 2024

Mike Sherrod

Dated: March ____, 2024

Christi Johnson

Dated: March ____, 2024

Mary Koelzer

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Mark Stevens

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Adam Moore

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Tina Grove

Dated: March ____, 2024

Keech Arnstein

Mar 19, 2024

Dated: March ____, 2024



Scott Carter (Mar 19, 2024 17:56 CDT)

Scott Carter

Dated: March ____, 2024

Mike Sherrod

Dated: March ____, 2024

Christi Johnson

Dated: March ____, 2024

Mary Koelzer

Dated: March ____, 2024

Mark Stevens

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Adam Moore

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Tina Grove

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Keech Arnstein

Dated: March ____, 2024

Scott Carter

04/05/2024

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Mike Sherrod

Mike Sherrod

Dated: March ____, 2024

Christi Johnson

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Mary Koelzer

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Mark Stevens

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Adam Moore

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Keech Arnstein

Dated: March____, 2024


Scott Carter

Dated: March____, 2024

Mike Sherrod

Mar 19, 2024

Dated: March____, 2024


Christi Johnson (Mar 19, 2024 17:37 CDT)

Christi Johnson

Dated: March____, 2024

Mary Koelzer

Dated: March____, 2024

Mark Stevens

Dated: March ____, 2024

Adam Moore

Dated: March ____, 2024

Tina Grove

Dated: March ____, 2024

Keech Arnstein

Dated: March ____, 2024

Scott Carter

Dated: March ____, 2024

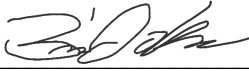
Mike Sherrod

Dated: March ____, 2024

Christi Johnson

04/05/2024

Dated: March ____, 2024



Mary Koelzer

Dated: March ____, 2024

Mark Stevens

Dated: March ____, 2024

Adam Moore

Dated: March ____, 2024

Tina Grove

Dated: March ____, 2024

Keech Arnstein

Dated: March ____, 2024

Scott Carter

Dated: March ____, 2024

Mike Sherrod


Dated: March ____, 2024

Christi Johnson

Dated: March ____, 2024

Mary Koelzer

04/08/2024
Dated: March ____, 2024



Mark Stevens

ON BEHALF OF DEFENDANT:

Dated: May 22, 2024



Michael B. Gallub, Esq.
Shook, Hardy & Bacon L.L.P.
1 Rockefeller Plaza, Suite 2801
New York, New York 10020

EXHIBIT 1

VOLKSWAGEN ATLAS WIRING HARNESS SETTLEMENT

REIMBURSEMENT CLAIM FORM

TO RECEIVE REIMBURSEMENT FOR CERTAIN PAST PAID REPAIR EXPENSES:

Pursuant to the Class Settlement in *Mike Sherrod, et al. v. Volkswagen Group of America, Inc.*, No. 2:22-cv-01537-EP-JSA (D.N.J.), you must complete, sign, date, and submit this Claim Form together with all required records and documents specified below to receive a reimbursement of certain past paid out-of-pocket expenses for a repair or replacement of a failed front door wiring harness (and any associated diagnostic costs charged and paid for in connection with that repair) which was performed prior to [the Notice Date] and within 7 years or 100,000 miles (whichever occurred first) from the vehicle's In-Service Date.

STEPS FOR SUBMITTING A CLAIM FOR REIMBURSEMENT:

(1) Contact Information:

First Name:

MI:

Last Name:

Address:

City:

State:

ZIP Code:

Telephone Number:

 - -

Vehicle ID Number (VIN):

Vehicle Make:

Vehicle Model:

(2) Provide a Repair Order and/or Other Proof of Repair Expense Records (Original or Legible Copies) for the Past Paid Front Door Wiring Harness Repair Which Must Include the Following Information:

- (a) Your name;
- (b) The make, model and Vehicle Identification Number (VIN) of your Settlement Class Vehicle that had the repair;
- (c) The name and address of the authorized Volkswagen dealership or non-dealer service facility that performed the Repair;
- (d) The date of the repair of your Settlement Class Vehicle;
- (e) The vehicle's mileage at the time of the repair;
- (f) A description of the repair work performed including the parts repaired/replaced and a breakdown of the parts and labor costs;
- (g) If the person/entity seeking reimbursement is different from the one to whom the Class Notice was mailed, proof that you were the owner or lessee of the vehicle at the time of repair; and
- (h) Proof of payment, including the amount paid, for the covered repair.
- (i) If the past paid Covered Repair was performed during the Settlement Class Vehicle's original New

Vehicle Limited Warranty period, but not by an authorized Volkswagen dealer, then you must also submit records (or a sworn declaration if records are not available after a good faith effort to obtain them) showing that you first attempted to have the repair performed by an authorized Volkswagen dealer but the dealer declined or was otherwise unable to perform the repair. A form Declaration is available for you on the Settlement website at www._____.com.

Total Dollar Amount Claimed For Repair:

\$ [][][][][] • [][]

(3) If the Past Paid Covered Repair for Which You Are Seeking Reimbursement Occurred from December 22, 2022 through the Notice Date, You Must Also Provide the Following:

If you are seeking reimbursement for any past paid Covered Repair that was performed from December 22, 2022 through [the Notice Date], you must also submit a signed declaration, under penalty of perjury, establishing that you presented your Settlement Class Vehicle to a Volkswagen dealer to have the Recall 97GF repair performed on your vehicle prior to December 22, 2022, but the dealer was unable to perform the repair because a replacement part was not available. A form Declaration is available for you on the Settlement website at www._____.com.

(4) Answer the Following Question:

For the amount of the repair cost for which you are seeking to be reimbursed, did you receive any payment, credit, coverage, concession, or reimbursement for all or any part of that amount from any other source, including from Volkswagen, any warranty, maintenance program, goodwill, coupon or reduction, or other full or partial reimbursement or refund (for example, by an Volkswagen dealership or any insurance company, under any extended warranty or service contract, or by any other source)?

Yes No

If you answered YES, list the total amount of the cost for which you received a payment, reimbursement, coverage, credit, or concession:

\$ [][][][][] • [][]

(5) Sign & Date:

All the information that I (we) supplied in this Claim Form is true and correct to the best of my (our) knowledge and belief,

[Signature Line]

Date: [][] MM [][] DD [][][][] YYYY

Signature

(6) Mail Claim Form and all Documents/Paperwork, postmarked no later than _____, 2024, to:

JND Legal Administration
ADDRESS

For more information, please view the Class Notice, call the Claim Administrator at 1-____-____-____, or visit www._____.com

EXHIBIT 2

**Notice of Proposed Class
Action Settlement**

If you currently or previously owned or leased a certain MY 2019-2023 Volkswagen Atlas or Atlas Cross Sport vehicle in the United States or Puerto Rico, you may be entitled to benefits under a class action settlement. This notice is being mailed to you because you have been identified as owning or leasing such a vehicle.

For more information on the proposed Settlement, how and when to file a claim for reimbursement of costs you incurred to repair or replace certain parts, and/or how and when to object to or request to exclude yourself from the Settlement, review the longer form Class Notice available on the Settlement Website, [redacted].com,] or call the Claim Administrator JND Legal Administration toll-free at 1-(XXX) XXX-XXXX.

[Name of Settlement]
c/o Settlement Administrator
[ADDRESS]

«ScanString»

Postal Service: Please do not mark barcode

Claim ID: «Claim ID»
Confirmation Code: «Confirmation Code»
«FirstName» «LastName»
«Address 1»
«Address2»
«City», «StateCd» «Zip»
«CountryCd»

A Settlement has been reached in a class action lawsuit regarding the front door wiring harnesses in certain Volkswagen brand vehicles. The Court has preliminarily approved the Settlement and will determine whether to grant final approval.

Am I a Class Member? You are a Settlement Class Member if you are a present or former U.S. or Puerto Rico owner or lessee of a certain MY 2019-2023 Volkswagen Atlas or Atlas Cross Sport vehicle which was the subject of Recall 97GF. You have been identified as an owner or lessee of a covered vehicle. You can confirm that your vehicle is included in the Settlement by searching the VIN Lookup Portal on the Settlement Website: [\[website-address\].com](#).

What benefits can I get from the Settlement? If the Court grants final approval, the Settlement provides the following benefits: (1) a 5 year, 60,000 mile (whichever comes first) Warranty Extension on parts installed pursuant to Recall 97GF; and (2) reimbursement of certain past paid out-of-pocket repair expenses. A claim for reimbursement must be submitted to JND Legal Administration **no later than** _____ either by mail (postmarked) at the above address or online through the Settlement Website. Further details regarding the class action, the Settlement terms and benefits, what is covered, and the requirements, deadlines, and procedures for submitting a claim for reimbursement are described in the longer form Class Notice available at [\[website-address\].com](#). Copies of additional Settlement documents including the Settlement Agreement with exhibits, the Preliminary Approval Order, and related court filings, are also available for review at [_____ .com](#).

How can I exclude myself from the Class and Settlement? If you want to exclude yourself from the Class and Settlement, you must mail a request for exclusion **postmarked no later than [date]** to JND Legal Administration, Class Counsel, and Defense Counsel. The requirements for a request for exclusion, and the addresses to whom it must be mailed, are set forth in the longer form Class Notice on the Settlement Website, [\[website-address\].com](#). If you exclude yourself, you will not be in the Settlement Class and will not be eligible to receive any benefits from the Settlement. If you do not timely exclude yourself from the Settlement, you will remain part of the Settlement Class and will be bound by all terms and provisions of the Settlement Agreement, including the Release of Claims, and any orders and judgments of the Court.

How can I object? If you want to stay in the Settlement Class but object to the Settlement or to Class Counsel's request for Attorneys' Fees and Costs and/or Class Representative Service Awards, you must file an objection or comment with the Court **no later than [date]**. For further information and instructions on the specific requirements for an objection and when, where, and how to file one, refer to the longer form Class Notice at [\[website-address\].com](#).

Do I have a lawyer in this case? Yes. The Court has appointed the law firms of Carella, Byrne, Cecchi, Brody & Agnello, P.C.; Hagens Berman Sobol Shapiro LLP; Goldenberg Schneider, LPA; The Law Offices of Sean K. Collins; and Lemberg Law LLC to represent you and the Settlement Class. These attorneys are called Class Counsel. You will not be charged for their services. If you would like to retain your own counsel, you may do so at your own expense.

The Court's Final Fairness Hearing. The Court will hold a Final Fairness Hearing on **[date] at [time]**, at the Martin Luther King Building & U.S. Courthouse, 50 Walnut Street, Courtroom 4C, Newark, NJ 07101, to consider whether to (1) grant final approval of the Settlement; and (2) approve Class Counsel's request for reasonable attorneys' fees and costs of up to \$1,950,000 (collectively) and Service Awards of up to \$2,500 for each Plaintiff-Settlement Class Representative. The date of the hearing may change without further written notice, so please visit [\[website-address\].com](#) for updated information. If you wish to appear at the hearing, you must follow the specific instructions and deadline which are set forth in the longer form Class Notice. Please visit [\[website-address\].com](#) or call the Claim Administrator toll free at 1-(XXX) XXX-XXXX to obtain more information about the proposed Settlement, your rights and potential benefits, and applicable requirements, procedures, and deadlines.

Please do not contact the Court regarding this Notice.

UNIQUE ID: XXXXX-XXXXX / PIN: XXXXXXXXX / VIN: XXXXXXXXXXXXXXXXX

Carefully separate this Address Change Form at the perforation

Name: _____

Current Address: _____

Place
Stamp
Here

Address Change Form

To make sure your information remains up-to-date in our records, please confirm your address by filling in the above information and depositing this postcard in the U.S. Mail.

Volkswagen Wiring Harness Settlement Administrator
c/o JND Legal Administration
P.O. Box 91465
Seattle, WA 98111

EXHIBIT 3

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

A federal court authorized this notice. This is not a solicitation from a lawyer.

UNITED STATES DISTRICT COURT DISTRICT OF NEW JERSEY

If you currently or previously owned or leased a certain model year 2019-2023 Volkswagen Atlas or Atlas Cross Sport vehicle in the United States or Puerto Rico, you may be entitled to benefits under a class action settlement.

- **This proposed class action, pending in the United States District Court for the District of New Jersey, is captioned *Mike Sherrod, et al. v. Volkswagen Group of America, Inc., et al.* Civil Action No. 2:22-cv-01537-EP-JSA (the “Action” or “Lawsuit”). The parties have agreed to a class settlement of the Action, which the Court has preliminarily approved, and have asked the Court to grant final approval of the proposed Settlement. As a Settlement Class Member, you have various options that you may exercise before the Court decides whether to approve the Settlement.**
- **This Notice explains the Action, the proposed Settlement, your legal rights and options, available benefits, who is eligible for and how to obtain the benefits, and applicable dates, time deadlines, and procedures.**
- **Your legal rights are affected whether you act or do not act. Read this Notice carefully.**
- **The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made only if the Court approves the Settlement and after appeals, if any, are resolved.**

BASIC INFORMATION

1. Why you received this notice, and what the Lawsuit and settlement benefits are.

According to records, you are a current or past owner or lessee of a certain specific Volkswagen vehicle of the following models/model years that was distributed by Volkswagen Group of America, Inc. (“VWGoA”) in the United States or Puerto Rico (hereinafter, collectively, “Settlement Class Vehicles”), enumerated in a VIN list attached as Exhibit 4 to the Settlement Agreement:

- Certain 2019-2023 Volkswagen Atlas*
- Certain 2019-2023 Volkswagen Atlas Cross Sport*

*Not every such model and model year vehicle is covered by this Settlement (i.e., a Settlement Class Vehicle). The specific Settlement Class Vehicles are determined by Vehicle Identification Numbers (VINs). You can look up whether your vehicle is a Settlement Class Vehicle by typing your vehicle’s VIN where indicated in the VIN Lookup Portal on the Settlement website, www. .com.

A Settlement Class Member is defined as a current or past owner or lessee of a Settlement Class Vehicle, subject to exclusions listed in section 3 below.

The Lawsuit claims that the putative class vehicles’ front door wiring harnesses are defective and, in certain instances, may not function properly. VWGoA has denied the claims and maintains that the front door wiring harnesses in the Settlement Class Vehicles were not defective, were properly designed, manufactured, marketed, and sold, and that no applicable warranties were breached nor any applicable statutes violated. The Court has not decided in favor of either party. Instead, the Lawsuit has been resolved through a Settlement under which the benefits set forth below will be provided:

I. Warranty Extension for Current Owners or Lessees of Settlement Class Vehicles

Effective on [redacted] [the “Notice Date”], VWGoA will extend its New Vehicle Limited Warranty (“NVLW”) for all Settlement Class Vehicles to cover the cost of repair or replacement, by an authorized Volkswagen

Questions? Call 1- - - or visit www. .com

dealer, of a failed front door wiring harness [hereinafter, “Part”] that was modified and/or installed in the Settlement Class Vehicle pursuant to Recall 97GF (the “Recall”), during a period of up to 5 years or 60,000 miles (whichever occurs first) from the date that the Recall repair was performed. The warranty extension applies to all wiring harness-related repairs performed pursuant to the Recall, whether or not involving replacement of the wiring harness itself, and will include any other necessary repair/adjustment to address any warning lights or fault codes resulting from or attendant to a failure of the Part.

The Warranty Extension is subject to the same terms and conditions set forth in the Settlement Class Vehicle's New Vehicle Limited Warranty and Warranty Information Booklet and is fully transferable to subsequent owners, to the extent its time and mileage limits have not expired.

Excluded from the Warranty Extension is any failure of the Part resulting from damage, abuse, alteration, modification, collision or crash, vandalism, and/or other impact or outside sources.

II. Reimbursement of Certain Past Paid (and Unreimbursed) Out-of-Pocket Expenses

Settlement Class Members who submit to the Claim Administrator (by mail or online through the Settlement Website) a timely and complete Claim for Reimbursement shall be eligible for 100% reimbursement of the past paid (and unreimbursed) cost (parts and labor) of repair or replacement of a failed Part (and any associated diagnostic costs charged and paid for in connection with that repair), performed prior to _____ [the Notice Date] and within 7 years or 100,000 miles (whichever occurred first) from the vehicle's In-Service Date.

For any past paid repair that was performed between December 22, 2022 and _____ [Notice Date], Settlement Class Members must also submit a signed declaration, under penalty of perjury, establishing that they presented the Settlement Class Vehicle to a Volkswagen dealer to have the Recall 97GF repair performed prior to December 22, 2022, but the dealer was unable to perform the repair because a replacement part was not available. Eligible reimbursement includes all paid costs for wiring harness-related repairs, whether or not involving replacement of the wiring harness itself. A form Declaration is available on the Settlement website at www._____.com.

If the past paid repair was performed during the Settlement Class Vehicle's original New Vehicle Limited Warranty period, but not by an authorized Volkswagen dealer, then the Settlement Class Member must submit also records showing that they first attempted to have the repair performed by an authorized Volkswagen dealer but the dealer declined or was otherwise unable to perform the repair. Alternatively, the Settlement Class Member may submit a signed declaration, under penalty of perjury, stating that such records are not available after a good faith effort to obtain them. A form Declaration is available on the Settlement website at www._____.com.

The above relief is subject to certain limitations and proof requirements which are set forth below and in the Settlement Agreement which can be found on the Settlement website at www._____.com.

A. Required Claim Form and Supporting Documentation:

In order to submit a valid Claim for Reimbursement under this Settlement, you must either mail to the Claims Administrator, by first-class mail **post-marked no later than _____ [75 days after Notice Date]**, or submit to the Claims Administrator online through the Settlement Website **no later than _____ [75 days after Notice Date]**, a fully completed, signed and dated Claim Form, a copy of which is also available at www._____.com, together with all required documentation listed below.

(1) an original or legible copy of a repair invoice(s) or record(s) for the repair covered under the Settlement containing claimant's name, the make, model and vehicle identification number (“VIN”) of the Settlement Class Vehicle, the name and address of the authorized Volkswagen dealer or non-dealer service center that performed the covered repair, the date of the covered repair, the Settlement Class Vehicle's mileage at the time of the repair, a description of the repair work performed including the parts repaired/replaced and a breakdown of parts and labor costs, and the amount charged (parts and labor) for the covered repair;

(2) proof of the Settlement Class Member's payment for the covered repair; and

(3) if the person/entity seeking reimbursement is different from the one to whom the Class Notice was mailed, then proof of the Settlement Class Member's ownership or lease of the Settlement Class Vehicle at the time of the covered repair.

B. Limitations:

Any reimbursement shall be reduced by goodwill or other monies or concessions paid by an authorized Volkswagen dealer, any other entity (including insurers and providers of extended warranties or service contracts), or from any other source, for repair or replacement of any front door wiring harness or any wiring harness-related repairs. If the Settlement Class Member received a free replacement or repair, or was otherwise reimbursed the full amount for the repair or replacement, then they will not be entitled to any reimbursement.

VWGoA will not be responsible for, and shall not warrant, any repair or replacement work that is not performed by an authorized Volkswagen dealer.

Excluded from reimbursement is any front door wiring harness failure resulting from damage, abuse, alteration, modification, collision or crash, vandalism, and/or other impact or damage from outside sources.

2. Why is this a class action settlement?

In a class action lawsuit, one or more persons, called Plaintiffs and Class Representatives, sue on behalf of other people who have similar claims. All of these people are Class Members or Settlement Class Members. The company they sued is called the Defendant. One court resolves the issues for all Settlement Class Members, except for those who exclude themselves from the Class.

The Court has not decided in favor of the Plaintiffs or Defendant. Instead, both sides agreed to a Settlement with no decision or admission of who is right or wrong. That way, all parties avoid the risks, delays, and costs of a trial, and the people affected (the Settlement Class Members) will receive benefits quickly. The Class Representatives and the attorneys believe the Settlement is best for the Settlement Class.

WHO IS PART OF THE SETTLEMENT?

3. Am I in this Settlement Class?

The Court has conditionally approved the following definition of a Settlement Class: "All present and former U.S. owners and lessees of Settlement Class Vehicles, defined as certain model year 2019-2023 Volkswagen Atlas and Atlas Cross Sport vehicles which were the subject of Recall 97GF, distributed by Defendant Volkswagen Group of America, Inc. for sale or lease in the United States and Puerto Rico, which are the subject of Recall 97GF and specifically identified by Vehicle Identification Number ("VIN") in Exhibit to the Settlement Agreement."

Excluded from the Settlement Class are (a) all Judges who have presided over the Actions and their spouses; (b) all current employees, officers, directors, agents and representatives of Defendant, and their family members; (c) any affiliate, parent or subsidiary of Defendant and any entity in which Defendant has a controlling interest; (d) anyone acting as a used car dealer; (e) anyone who purchased a Settlement Class Vehicle for the purpose of commercial resale; (f) anyone who purchased a Settlement Class Vehicle with salvaged title and/or any insurance company that acquired a Settlement Class Vehicle as a result of a total loss; (g) any insurer of a Settlement Class Vehicle; (h) issuers of extended vehicle warranties and service contracts; (i) any Settlement Class Member who, prior to the date of the Agreement, settled with and released Defendant or any Released Parties from any Released Claims, and (j) any Settlement Class Member who files a timely and proper Request for Exclusion from the Settlement Class. (see Section 10 below).

4. I'm still not sure if I am included in this Settlement.

If you are still not sure whether you are included in this Settlement, you can get more information. You can enter your VIN in the VIN Lookup Portal at www.████████.com to determine if your vehicle is a Settlement Class Vehicle. You can also call the Claim Administrator at 1-████████-████████ or visit www.████████.com for more information.

SETTLEMENT BENEFITS – WHAT YOU GET

5. What does the Settlement provide?

The benefits afforded by the Settlement are described in Section 1. Additional details are provided in the next three sections.

6. Who can send in a Claim for reimbursement?

Any United States or Puerto Rico resident who purchased or leased a Settlement Class Vehicle can send in a timely Claim for reimbursement for money spent prior to _____ [the Notice Date] if the Claim satisfies the parameters and criteria required for reimbursement as described in Section 1.

7. How do I send in a Claim for reimbursement?

To submit a Claim for reimbursement, you must do the following no later than ██████████:

- A. Complete, sign under penalty of perjury, and date a Claim Form. (You can download one at www.████████.com.) It is recommended that you keep a copy of the completed Claim Form; and
- B. Either submit online or mail the completed, signed, and dated Claim Form, together with your supporting documentation (i.e., repair record[s], receipts, proof of payment, etc.) by First-Class mail, post-marked no later than ██████████, to the Claim Administrator at the address provided on the Claim Form. The information that must be reflected in your records is described on the Claim Form. It is recommended that you keep a copy of your records and receipts.

If you are eligible for reimbursement benefits under the Settlement but fail to submit the completed Claim Form and supporting documents by the required deadline, you will not receive a reimbursement.

8. When do I get my reimbursement or learn whether I will receive a payment?

If the Claims Administrator determines your Claim is valid, your reimbursement will be mailed to you within one hundred (150) days of either (i) the date of receipt of the completed Claim (with all required proof), or (ii) the date that the Settlement becomes final (the “Effective Date”), whichever is later. The Court will hold a Final Fairness Hearing on ██████████, to decide whether to approve the Settlement as fair, reasonable, and adequate. Information about the progress of the case will be available at www.████████.com.

If the Claims Administrator determines your Claim should not be paid, you will be mailed a letter telling you this. If the reason for rejecting your Claim is due to a deficiency in your Claim Form and/or supporting proof, the letter will notify you of the deficiency in your Claim, and what needs to be submitted, and by when, to correct the deficiency. To check on the status of your Claim, you can call 1-████████-████████.

9. What am I giving up to participate in the Settlement and stay in the Class?

Unless you exclude yourself by taking the steps described in Section 10 below, you will remain in the Class, and that means that you will be bound by the release of claims and cannot sue, continue to sue, or be part of any other lawsuit which arise from or in any way relate to the front door wiring harnesses of Settlement Class Vehicles and their associated parts, and/or the Recall 97GF involving said front door wiring harnesses and all replacement parts, that were or could have been asserted in this case, and the Released Claims set forth in the Settlement Agreement. It also means that all of the Court’s orders and judgments will apply to you and legally bind you. The specific claims and parties you

will be releasing are set forth in sections I.S and I.T of the Settlement Agreement, a copy of which is available for review on the settlement website, www. [REDACTED].com.

EXCLUDING YOURSELF FROM THE SETTLEMENT

10. How do I Exclude Myself from this Settlement?

You have a right, if you so desire, to exclude yourself from this Settlement. To exclude yourself from the Settlement, you must send a written Request for Exclusion by U.S. mail **post-marked no later than [REDACTED], [45-days after the “Notice Date”]**, stating clearly that you want to be excluded from the Settlement. You must include in the Request for Exclusion your full name, address, telephone number; the model, model year and VIN of the Settlement Class Vehicle; a statement that you are a present or former owner or lessee of a Settlement Class Vehicle; and specifically and unambiguously state your desire to be excluded from the Settlement Class. You must mail your exclusion request, **post-marked no later than [REDACTED], [45-days after “Notice Date”]**, to each of the following:

| CLAIM ADMINISTRATOR | CLASS COUNSEL | DEFENSE COUNSEL |
|------------------------------------|---|---|
| [CLAIM ADMINISTRATOR] [ADDRESS] | JAMES E. CECCHI, ESQ. CARELLA, BYRNE, CECCHI, BRODY & AGNELLO, P.C. 5 BECKER FARM ROAD ROSELAND, NJ 07068 | MICHAEL B. GALLUB, ESQ. SHOOK, HARDY & BACON L.L.P. 1 ROCKEFELLER PLAZA, SUITE 2801 NEW YORK, NY 10020 |

You cannot exclude yourself on the phone or by email. If you timely submit your request to be excluded by U.S. mail, you will not receive any benefits of the Settlement and you cannot object to the Settlement. You will not be legally bound by anything that happens in this Lawsuit.

11. If I don’t exclude myself, can I sue later?

No, not for the same matters and legal claims that were or could have been asserted in the Action or the Released Claims, unless your claim is for personal injury or property damage (other than damage to the Settlement Class Vehicle itself).

12. If I exclude myself, can I get the benefits of this Settlement?

No, if you exclude yourself from the Settlement Class, you will not receive any money or benefits from this Settlement, and you should not submit a Claim Form. You cannot do both.

13. Do I have a lawyer in this case?

The Court has appointed the law firms of Carella, Byrne, Cecchi, Brody & Agnello, P.C.; Hagens Berman Sobol Shapiro LLP; Goldenberg Schneider, LPA; The Law Offices of Sean K. Collins and Lemberg Law LLC to represent Settlement Class Members. Together, these law firms are called “Class Counsel.”

14. Should I get my own lawyer?

You do not need to hire your own lawyer to participate in the Settlement because Class Counsel will be representing you and the Settlement Class. But, if you want your own lawyer, you may hire one at your own cost.

15. How will the lawyers be paid, and will the Plaintiff Settlement Class Representative receive a service award?

Class Counsel have prosecuted this case on a contingency basis. They have not received any fees or reimbursement for costs and expenses associated with this case. Class Counsel will file an application with the Court requesting an award of reasonable attorney fees and reasonable costs and expenses (“Fees and Expenses”) in an amount not exceeding a combined total sum of \$1,950,000.

Class Counsel will also apply to the Court for service awards to the named Plaintiffs, Dana Potvin, Lisa Bultman, Michael McKarry, David Wabakken, Mohamed Hassan, Christina Merrill, Eric Levine, Patrick Donahue, Debbi Brown, Carol Radice, Terrence Berry, Amanda Green, David Wildhagen, Katy Doyle, Tashia Clendaniel, Hogan Popkess, Kory Wheeler, Harry O’Boyle, Joe Ramagli, Eric Kovalik, Charles Hillier, Labranda Shelton, Adam Moore, Tina Grove, Keech Arnsten, Scott Carter, Mike Sherrod, Christi Johnson, Mary Koelzer, and Mark Stevens, who have conditionally been approved as Settlement Class Representatives, in the amount of \$2,500 each for their efforts in pursuing this litigation for the benefit of the Settlement Class.

Any award for Class Counsel Fees and Expenses, and any service awards to Settlement Class Representatives, will be paid separately by Defendant and will not reduce any benefits available to you or the rest of the Settlement Class under the Settlement. You won’t have to pay these Fees and Expenses.

Class Counsel’s motion for fees and expenses and Settlement Class Representative service awards will be filed by [REDACTED], and a copy will be made available for review at www.[REDACTED].com.

SUPPORTING OR OBJECTING TO THE SETTLEMENT

16. How do I tell the Court that I like or dislike the Settlement?

If you are a member of the Settlement Class and do not request to be excluded, you can tell the Court you like the Settlement and it should be approved, or you can ask the Court to deny approval by filing a written objection. You can object to the Settlement and/or to Class Counsel’s requests for Fees and Expenses and Settlement Class Representative service awards. You cannot ask the Court to order a different settlement; the Court can only approve or reject the proposed Settlement. If the Court denies approval of the Settlement, no settlement payments will be sent out and the Action will continue. If that is what you want to happen, you must object on a timely basis. You are not required to submit anything to the Court unless you are objecting or wish to be excluded from the Settlement.

To object to or comment on the Settlement, you must do either of the following:

- (i) File your written objection or comment, and any supporting papers or materials, on the Court’s docket for this case, *Mike Sherrod, et al., individually and on behalf of others similarly situated v. Volkswagen Group of America, Inc., et al.*, United States District Court for the District of New Jersey, Civil Action No. 2:22-cv-01537-EP-JSA, via its electronic filing system, no later than [REDACTED] **[45-days after “Notice Date”]**, or
- (ii) File your written objection or comment, and any supporting papers or materials, with the Court in person at the Clerk’s Office of the United States District Court for the District of New Jersey, located at Martin Luther King Jr. Federal Building and United States Courthouse, 50 Walnut Street, Newark, NJ 07102, no later than [REDACTED] **[45-days after “Notice Date”]**, or
- (i) Mail your written objection or comment, and any supporting papers or materials, to each of the following, by U.S. first-class mail, post-marked no later than [REDACTED] **[45-days after “Notice Date”]**:

| COURT | CLASS COUNSEL | DEFENSE COUNSEL |
|---|--|---|
| UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY MARTIN LUTHER KING JR. FEDERAL BUILDING AND UNITED STATES COURTHOUSE 50 WALNUT STREET, NEWARK, NJ 07102 | JAMES E. CECCHI, ESQ. CARELLA, BYRNE, CECCHI, BRODY & AGNELLO, P.C. 5 BECKER FARM ROAD ROSELAND, NJ 07068 | MICHAEL B. GALLUB, ESQ. SHOOK, HARDY & BACON L.L.P. 1 ROCKEFELLER PLAZA, SUITE 2801 NEW YORK, NY 10020 |

Regardless of the above method you choose, your written objection must state clearly that you are objecting to the Settlement or the request for Class Counsel Fees and Expenses and/or Class Representative Service Awards, in *Mike Sherrod, et al., individually and on behalf of others similarly situated v. Volkswagen Group of America, Inc., et al.*,

United States District Court for the District of New Jersey, Civil Action No. 2:22-cv-01537-EP-JSA, and must include your full name, current address and telephone number; the model, model year and VIN of your Settlement Class Vehicle, along with proof that you own(ed) or lease(d) the Settlement Class Vehicle (i.e., a true copy of a vehicle title, registration or license receipt); a written statement of all your factual and legal grounds for objecting; copies of any papers, briefs and/or other documents upon which the objection is based and which are pertinent to the objection; the name and address of any counsel representing you; and a statement of whether the objecting Settlement Class Member intends to appear at the Final Approval Hearing, either with or without counsel, and the identity(ies) of any counsel who will appear on behalf of the Settlement Class Member objection at the Final Approval Hearing. Any Settlement Class Member objecting to the Settlement must also provide a list of all other objections submitted by the objector, or the objector's counsel, to any class action settlements in any court in the United States in the previous five (5) years, including the full case name with jurisdiction in which it was filed and the docket number, or affirmatively state that the Settlement Class Member or his/her counsel has not objected to any other class action settlement in the United States in the previous five (5) years, in the written materials provided with the objection.

Subject to the approval of the Court, any timely and properly objecting Settlement Class Member may appear, in person or by counsel, at the Final Fairness Hearing. In order to appear, the objecting Settlement Class Member must, by the objection deadline of [REDACTED] [45-days after "Notice Date"], file with the Clerk of the Court and serve upon all counsel designated in the Class Notice (see above), a Notice of Intention to Appear at the Fairness Hearing. The Notice of Intention to Appear must include copies of any papers, exhibits or other evidence and identity of witnesses that the objecting Settlement Class Member (or his/her counsel) intends to present to the Court in connection with the Fairness Hearing.

Any Settlement Class Member who has not timely and properly filed an objection in accordance with the deadlines and requirements set forth in the Settlement Agreement shall be deemed to have waived and relinquished his/her/its right to object to any aspect of the Settlement, or any adjudication or review of the Settlement, by appeal or otherwise.

Any Settlement Class Member who does not provide a Notice of Intention to Appear in accordance with the deadline and other requirements set forth in this Settlement Agreement and Class Notice shall be deemed to have waived any right to appear, in person or by counsel, at the Final Fairness Hearing.

17. What is the difference between objecting and excluding myself?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class and the Settlement. If you exclude yourself, you have no basis to object because the case no longer affects you.

FINAL FAIRNESS HEARING

18. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Fairness Hearing at [REDACTED] **a.m. on** [REDACTED], before the Honorable Evelyn Padin, United States District Judge, United States District Court for the District of New Jersey, Martin Luther King Jr. Federal Building and United States Courthouse, 50 Walnut Street, Courtroom 4C, Newark, NJ 07102, to determine whether the Settlement should be finally approved. At this Fairness Hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also consider Class Counsel's application for Fees and Expenses and service awards to the Settlement Class Representatives. The date of the Final Fairness Hearing may change without further notice to the Settlement Class. You should check the Settlement Website or the Court's PACER site to confirm that the date has not changed.

19. Do I have to come to the Fairness Hearing?

No. Class Counsel will answer any questions the Court may have. But you are welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it. You may also pay your own lawyer to attend. Your objection will be considered by the Court whether you or your lawyer attend or not.

20. May I speak at the Fairness Hearing?

If you do not exclude yourself, you may ask the Court’s permission to speak at the Fairness Hearing concerning the proposed Settlement or the application of Class Counsel for Fees and Expenses and Settlement Class Representative service awards. To do so, you must file with the Clerk of the Court, and serve upon all counsel identified in Section 16 of this Class Notice, a Notice of Intention to Appear at the Fairness Hearing, saying that it is your intention to appear at the Fairness Hearing in *Mike Sherrod, et al., individually and on behalf of others similarly situated v. Volkswagen Group of America, Inc., et al.*, United States District Court for the District of New Jersey, Civil Action No. 2:22-cv-01537-EP-JSA. The Notice of Intention to Appear must include copies of any papers, exhibits or other evidence and the identity of witnesses that the objecting Settlement Class Member (or the objecting Settlement Class Member’s counsel) intends to present to the Court in connection with the Fairness Hearing.

You must file your Notice of Intention to Appear with the Clerk of the Court and serve upon all counsel designated in the Class Notice, by the objection deadline of [REDACTED] [45-days after “Notice Date”]. You cannot speak at the Fairness Hearing if you excluded yourself from the Settlement.

IF YOU DO NOTHING

21. What happens if I do nothing at all?

If you do nothing, you will be bound by the Settlement if the Court approves it, including all orders, judgments and the release of claims set forth in the Settlement.

MORE INFORMATION

22. Where can I get more information?

Visit the website at [www.\[REDACTED\].com](http://www.[REDACTED].com), where you can look up your vehicle’s VIN to determine if it is Settlement Class Vehicle, find extra Claim Forms, a copy of the Settlement Agreement and other pertinent documents, and more information on this Action and Settlement. Updates regarding the Action, including important dates and deadlines, will also be available on the website. You may also call the Claim Administrator at 1-[REDACTED] or email **[INSERT EMAIL ADDRESS]**.

EXHIBIT 4

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

DANA POTVIN, LISA BULTMAN, MICHAEL MCKARRY, DAVID WABAKKEN, MOHAMED HASSAN, CHRISTINA MERRILL, ERIC LEVINE, PATRICK DONAHUE, DEBBI BROWN, CAROL RADICE, TERRENCE BERRY, AMANDA GREEN, DAVID WILDHAGEN, KATY DOYLE, TASHIA CLENDANIEL, HOGAN POPKESS, KORY WHEELER, HARRY O'BOYLE, JOE RAMAGLI, ERIC KOVALIK, CHARLES HILLIER, LABRANDA SHELTON, ADAM MOORE, TINA GROVE, KEECH ARNSTEN, SCOTT CARTER, MIKE SHERROD, CHRISTI JOHNSON, MARY KOELZER AND MARK STEVENS, Individually And On Behalf Of All Others Similarly Situated,

Plaintiffs,

vs.

VOLKSWAGEN AKTIENGESELLSCHAFT, VOLKSWAGEN GROUP OF AMERICA, INC., and VOLKSWAGEN GROUP OF AMERICA CHATTANOOGA OPERATIONS, LLC,

Defendants.

Civil Action No. 2:22-cv-01537 (EP) (JSA)

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

WHEREAS, pursuant to Fed. R. Civ. P. (“Rule”) 23(a), 23(b)(3), and 23(e), the parties seek entry of an order, *inter alia*, preliminarily approving the class Settlement of this Action (“Settlement”) pursuant to the terms and provisions of the Settlement Agreement dated March 19, 2024, with attached exhibits (“Settlement Agreement”); preliminarily certifying the Settlement Class for settlement purposes only; directing Notice to the Settlement Class pursuant to the parties’ proposed Notice Plan; preliminarily appointing the Settlement Class Representatives, Class Counsel and the Claim Administrator; directing the timing and procedures for any objections to, and requests for exclusion from, the Settlement; setting forth other procedures, filings and deadlines; and scheduling the Final Fairness Hearing; and

WHEREAS, the Court has read and carefully considered the Settlement Agreement and its exhibits, and Plaintiffs' Unopposed Motion for Preliminary Approval, the Exhibits thereto and Declarations in support;

NOW, IT IS HEREBY ORDERED THAT:

1. This Order incorporates by reference the definitions in the Settlement Agreement, and all terms used in this Order shall have the same meanings as set forth in the Settlement Agreement.

2. This Court has subject matter jurisdiction under 28 U.S.C. § 1332(d), and venue is proper in this district.

3. The Court has personal jurisdiction over the Plaintiffs, Settlement Class Members, and the Defendant Volkswagen Group of America, Inc. ("VWGoA").

4. Pursuant to Fed. R. Civ. P. 23(e)(1)(B)(ii), the Court preliminarily finds, for settlement purposes only, that it will likely be able to certify the proposed Settlement Class for settlement purposes after the hearing on final approval of the Settlement Agreement, for the following reasons: (a) the Settlement Class is ascertainable, as the class definition is based on objective criteria; (b) the Settlement Class is sufficiently numerous under Rule 23(a)(1); (c) the Settlement Class shares an overriding common question sufficient to satisfy Fed. R. Civ. P. 23(a)(2); (d) pursuant to Rule 23(a)(3), the Settlement Class Representative-Plaintiffs' claims are typical of the Settlement Class Members they seek to represent; (e) pursuant to Rule 23(a)(4), the Settlement Class Representatives-Plaintiffs are adequate representatives of the Settlement Class, and Plaintiffs' counsel has the qualifications and experience necessary to serve as Class Counsel on behalf of the Settlement Class; and (f) the Settlement Class satisfies the requirements of Fed. R. Civ. P. 23(b)(3) because common questions of law and/or fact predominate over individual questions and the class action device is superior to other methods of resolving the issues in this litigation. In addition, since this is a Class Settlement, the Court need not consider the manageability issues that might be presented by the trial of a nationwide class action involving

the issues in this case. *See Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 620 (1997); *In re Warfarin Sodium Antitrust Litig.*, 391 F.3d 516, 519 (3d Cir. 2004).

5. Pursuant to Fed. R. Civ. P. 23, the Court preliminarily certifies, for settlement purposes only, the following Settlement Class:

All present and former U.S. owners and lessees of Settlement Class Vehicles, defined as certain model year 2019-2023 Atlas and Atlas Cross Sport vehicles, distributed by Defendant Volkswagen Group of America, Inc. for sale or lease in the United States and Puerto Rico, which are the subject of Recall 97GF and specifically identified by Vehicle Identification Number (“VIN”) in Exhibit 5 to the Settlement Agreement.

Excluded from the Settlement Class are: (a) all Judges who have presided over the Action and their spouses; (b) all current employees, officers, directors, agents and representatives of Defendant, and their family members; (c) any affiliate, parent or subsidiary of Defendant and any entity in which Defendant has a controlling interest; (d) anyone acting as a used car dealer; (e) anyone who purchased a Settlement Class Vehicle for the purpose of commercial resale; (f) anyone who purchased a Settlement Class Vehicle with salvaged title and/or any insurance company who acquired a Settlement Class Vehicle as a result of a total loss; (g) any insurer of a Settlement Class Vehicle; (h) issuers of extended vehicle warranties and service contracts; (i) any Settlement Class Member who, prior to the date of the Settlement Agreement, settled with and released Defendant or any Released Parties from any Released Claims; and (j) any Settlement Class Member who files a timely and proper Request for Exclusion from the Settlement Class.

6. The Court finds, pursuant to Fed. R. Civ. P. 23(e)(1)(B)(i), that the terms of the Settlement Agreement are fair, reasonable, and adequate, and in all respects satisfy Fed. R. Civ. P. 23, such that the Court will likely be able to finally approve the Settlement under Fed. R. Civ. P. 23(e)(2) after the hearing on final approval of the Settlement.

7. The Court preliminarily finds that, subject to the Final Fairness Hearing, the Settlement Agreement falls within the range of possible approval as fair, reasonable, adequate, and in the best interests of the Settlement Class. The Court also preliminarily finds that the Settlement Agreement: (a) is the result of serious, informed, non-collusive arm's length negotiations of highly disputed claims involving experienced counsel familiar with the legal and factual issues of this case, and made with the assistance of an experienced neutral mediator; (b) is sufficient to warrant notice of the Settlement and the Final Approval Hearing to the Settlement Class; (c) meets all applicable requirements of law, including Fed. R. Civ. P. 23 and the Class Action Fairness Act ("CAFA"), 28 U.S.C. § 1715; and (d) is not a finding or admission of liability by VWGoA.

8. In addition, the Court finds that the preliminary certification of the Settlement Class and preliminary approval of the Settlement herein are appropriate, especially when balanced against the risks and delays of further litigation including the risks of non-recovery, reduced recovery, inability to obtain and maintain throughout the litigation class certification in the absence of a class settlement, and the substantial expense and delays of further litigation. The Court further finds that the proceedings that occurred before the Parties entered into the Settlement Agreement afforded counsel for both sides the opportunity to adequately assess the claims and defenses in the Action, the relative positions, strengths, weaknesses, risks, and benefits to each Party, and as such, to negotiate a Settlement Agreement that is fair, reasonable, and adequate and reflects those considerations.

9. The Court finds, pursuant to Fed. R. Civ. P. 23(e)(1)(A), that the Parties have provided sufficient information for it to be able to determine whether to preliminarily approve the Settlement and direct notice to the Settlement Class.

10. The Court preliminarily appoints the law firms of Carella, Byrne, Cecchi, Brody & Agnello, P.C.; Hagens Berman Sobol Shapiro LLP; Goldenberg Schneider, LPA; The Law Offices of Sean K. Collins; and Lemberg Law LLC, collectively, as Class Counsel for the Settlement Class.

11. The Court preliminarily appoints Plaintiffs Dana Potvin, Lisa Bultman, Michael McKarry, David Wabakken, Mohamed Hassan, Christina Merrill, Eric Levine, Patrick Donahue, Debbi Brown, Carol Radice, Terrence Berry, Amanda Green, David Wildhagen, Katy Doyle, Tashia Clendaniel, Hogan Popkess, Kory Wheeler, Harry O’Boyle, Joe Ramagli, Eric Kovalik, Charles Hillier, Labranda Shelton, Adam Moore, Tina Grove, Keech Arnsten, Scott Carter, Mike Sherrod, Christi Johnson, Mary Koelzer, and Mark Stevens, as Settlement Class Representatives.

12. The Court preliminarily appoints JND Legal Administration as the Settlement Claim Administrator (“Claim Administrator”).

13. The Court hereby approves (a) the Parties’ Notice Plan for dissemination of Class Notice as set forth in the Settlement Agreement; (b) the form and content of the Class Notices, including the post-card Class Notice (Exhibit 2 to the Settlement Agreement) which shall be mailed by the Claim Administrator on an agreed upon date which shall not be more than 100 days after entry of the Preliminary Approval Order, and the longer form Class Notice (Exhibit 3 to the Settlement Agreement) which shall be available on the Settlement Website; and (c) the form and content of the Claim Form (Exhibit 1 to the Settlement Agreement) which shall also be available on the Settlement Website. In addition, pursuant to the Notice Plan which the Court hereby approves, on the same date on which the postcard Class Notice is mailed, the Claim Administrator shall also e-mail a copy of said Class Notice to Settlement Class Members whose e-mail addresses are available from VWGoA’s records regarding a particular Settlement Class Vehicle, to the extent that VWGoA’s providing of such e-mail addresses is not prohibited or restricted by agreement, customer/e-mail addressee request or restriction, and/or privacy or confidentiality laws, rules, or Company internal policies.

14. The Court further finds that the Notice Plan (the mailing and/or e-mailing, if applicable) of the postcard Class Notice in the manner set forth in the Settlement Agreement, as well as the establishment of a Settlement Website and the availability of the longer form Class Notice on said website fully satisfies Rule 23, due process, and constitute the best notice practicable under the circumstances. The Notice Plan, including the aforesaid approved Class

Notices, is reasonably calculated to apprise the Settlement Class of the pendency of the Action, the certification of the Settlement Class for settlement purposes only, the terms of the Settlement, its benefits, and the Release of Claims, the Settlement Class Members' rights including the right to, and the deadlines and procedures for, requesting exclusion from the Settlement or objecting to the Settlement, Class Counsel's application for Fees and Expenses and/or the application for Settlement Class Representative service awards, the deadline, procedures and requirements for submitting a Claim for Reimbursement pursuant to the Settlement terms, the time, place, and right to appear at the Final Fairness hearing, and other pertinent information about the Settlement and the Settlement Class Members' rights. The Court authorizes the Parties to make non-material modifications to the Class Notice and Claim Form prior to mailing if they jointly agree that any such changes are appropriate.

15. Accordingly, the Court approves, and directs the implementation of, the Notice Plan pursuant to the terms of the Settlement Agreement.

16. The Claim Administrator is directed to perform all settlement administration duties set forth in, and pursuant to the terms and time periods of, the Settlement Agreement, including mailing of the CAFA Notice, implementing and maintaining the Settlement website, implementing the Notice Plan, the processing, review and determination of timely submitted and proper Claims for Reimbursement under the Settlement terms, and the submission of any declarations and other materials to counsel and the Court, as well as any other duties required under the Settlement Agreement.

17. The Departments of Motor Vehicles within the United States and its territories are ordered to provide approval to S&P Global (formerly Polk/IHS Markit), or any other company so retained by the parties and/or the Claim Administrator, to release the names and addresses of Settlement Class Members in the Action associated with the titles of the Vehicle Identification Numbers at issue in the Action for the purposes of disseminating the Class Notice to the Settlement Class Members. S&P Global, or any other company so retained, is ordered to license, pursuant to agreement between Defendant and S&P Global or such other company, and/or the

Claim Administrator and S&P Global or such other company, the Settlement Class Members' contact information to the Claim Administrator and/or Defendant solely for the use of providing Settlement Class Notice in the Action and for no other purpose.

18. Any Settlement Class Member who wishes to be excluded from the Settlement Class must mail, by U.S. first-class mail postmarked no later than forty-five (45) days after the Notice Date, a written request for exclusion ("Request for Exclusion") to each of the following: (a) the Claim Administrator at the address specified in the Class Notice; (b) James E. Cecchi, Esq., Carella, Byrne, Cecchi, Brody & Agnello, P.C., 5 Becker Farm Road, 2nd Floor, Roseland, New Jersey 07068 on behalf of Class Counsel; and (c) Michael B. Gallub, Esq., Shook, Hardy & Bacon L.L.P., 1 Rockefeller Plaza, Suite 2801, New York, NY 10020 on behalf of Defendant.

To be effective, the Request for Exclusion must be timely and must:

- a. Include the Settlement Class Member's full name, address and telephone number, and identify the model, model year and VIN of the Settlement Class Vehicle;
- b. State that he/she/it is or was a present or former owner or lessee of a Settlement Class Vehicle; and
- c. Specifically and unambiguously state his/her /its desire to be excluded from the Settlement Class.

19. Any Settlement Class Member who fails to submit a timely and complete Request for Exclusion sent to the proper addresses shall remain in the Settlement Class and shall be subject to and bound by all determinations, orders and judgments in the Action concerning the Settlement, including but not limited to the Released Claims set forth in the Settlement Agreement.

20. Any Settlement Class Member who has not submitted a Request for Exclusion may object to the fairness of the Settlement Agreement and/or the requested amount of Class Counsel Fees and Expenses and/or Settlement Class Representative service awards.

- a. To object, a Settlement Class Member must either: (i) file the objection, together with any supporting briefs and/or documents, with the Court in person or via the

Court's electronic filing system not later than forty-five (45) days after the Notice Date; or (ii) mail, via first-class mail postmarked not later than forty-five (45) days after the Notice Date, the objection, together with any supporting briefs and/or documents, to each of the following: (a) the Clerk's Office of the United States District Court, District of New Jersey, Martin Luther King Building & U.S. Courthouse, 50 Walnut Street Room 4015, Newark, New Jersey 07101; (b) James E. Cecchi, Esq., Carella, Byrne, Cecchi, Brody & Agnello, P.C., 5 Becker Farm Road, 2nd Floor, Roseland, New Jersey 07068 on behalf of Class Counsel; and (c) Michael B. Gallub, Esq., Shook, Hardy & Bacon L.L.P., 1 Rockefeller Plaza, Suite 2801, New York, NY 10020 on behalf of Defendant.

- b. Any objecting Settlement Class Member must include the following with his/her/its objection: (i) the objector's full name, address, and telephone number; (ii) the model, model year and Vehicle Identification Number of the Settlement Class Vehicle, along with proof that the objector has owned or leased the Settlement Class Vehicle (i.e., a true copy of a vehicle title, registration, or license receipt); (iii) a written statement of all grounds for the objection accompanied by any legal support for such objection; (iv) copies of any papers, briefs, or other documents upon which the objection is based and are pertinent to the objection; (v) the name and address of any counsel representing said objector; (vi) a statement of whether the objecting Settlement Class Member intends to appear at the Final Approval Hearing, either with or without counsel, and the identity(ies) of any counsel who will appear on behalf of the Settlement Class Member at the Final Approval Hearing; and (vii) a list of all other objections submitted by the objector, and/or the objector's counsel, to any class action settlements submitted in any court in the United States in the previous five (5) years, including the full case name, the jurisdiction in which it was filed and the docket number. If the Settlement Class Member or his/her/its counsel has not objected to any other class

action settlement in the United States in the previous five (5) years, he/she/they/it shall affirmatively so state in the objection.

- c. Subject to the approval of the Court, any Settlement Class Member who has properly filed a timely objection may appear, in person or by counsel, at the Final Fairness Hearing to explain why the proposed Settlement should not be approved as fair, reasonable and adequate, or to object to any motion for Class Counsel Fees and Expenses or Settlement Class Representative service awards. In order to appear, any Settlement Class Member must, no later than the objection deadline, file with the Clerk of the Court and serve upon all counsel designated in the Class Notice, a Notice of Intention to Appear at the Final Fairness Hearing. The Notice of Intention to Appear must include copies of any papers, exhibits or other evidence and the identity of all witnesses that the objecting Settlement Class Member (or the objecting Settlement Class Member's counsel) intends to present to the Court in connection with the Final Fairness Hearing. Any Settlement Class Member who does not provide a Notice of Intention to Appear in accordance with the deadline and other requirements set forth in this Order and the Class Notice shall be deemed to have waived any right to appear, in person or by counsel, at the Final Fairness Hearing.
- d. Any Settlement Class Member who has not properly filed a timely objection in accordance with the deadlines and requirements set forth in this Order and the Class Notice shall be deemed to have waived and relinquished any objections to the Settlement and any adjudication or review of the Settlement Agreement and/or its approval, by appeal or otherwise.

21. In the event the Settlement is not granted final approval by the Court, or for any reason the parties fail to obtain a Final Order and Judgment as contemplated in the Settlement Agreement, or the Settlement is terminated pursuant to its terms for any reason, then the following shall apply:

- a. All orders and findings entered in connection with the Settlement shall become null and void and have no further force and effect, shall not be used or referred to for any purposes whatsoever, and shall not be admissible or discoverable in this or any other proceeding, judicial or otherwise;
- b. All of the Parties' respective pre-Settlement claims, defenses and procedural rights will be preserved, and the parties will be restored to their positions *status quo ante*;
- c. Nothing contained in this Order is, or may be construed as, any admission or concession by or against Defendant, the Released Parties or Plaintiffs on any allegation, claim, defense, or point of fact or law in connection with this Action;
- d. Neither the Settlement terms nor any publicly disseminated information regarding the Settlement, including, without limitation, the Class Notice, court filings, orders and public statements, may be used as evidence in this or any other proceeding, judicial or otherwise; and
- e. The preliminary certification of the Settlement Class pursuant to this Order shall be vacated automatically, and the Action shall proceed as though the Settlement Class had never been preliminarily certified.

22. Pending the Final Fairness Hearing and the Court's decision whether to grant final approval of the Settlement, no Settlement Class Member, either directly, representatively, or in any other capacity (including those Settlement Class Members who filed Requests for Exclusion from the Settlement which have not yet been reviewed and approved by the Court at the Final Fairness Hearing), shall commence, prosecute, continue to prosecute, or participate in, against Defendant and/or any of the Released Parties, any action or proceeding in any court or tribunal

(judicial, administrative or otherwise) asserting any of the matters, claims or causes of action that are to be released in the Settlement Agreement. Pursuant to 28 U.S.C. §§ 1651(a) and 2283, the Court finds that issuance of this preliminary injunction is necessary and appropriate in aid of the Court’s continuing jurisdiction and authority over the Action.

23. Pending the Final Fairness Hearing and any further determination thereof, this Court shall maintain continuing jurisdiction over these Settlement proceedings.

24. Based on the foregoing, the Court sets forth the following schedule for the Final Fairness Hearing and the actions which must precede it. If any deadline set forth in this Order falls on a weekend or federal holiday, then such deadline shall extend to the next business day. These deadlines may be extended by order of the Court, for good cause shown, without further notice to the Class. Settlement Class Members must check the Settlement website regularly for updates and further details regarding this Settlement:

| Event | Deadline Pursuant to Settlement Agreement |
|--|---|
| Notice shall be mailed/e-mailed in accordance with the Notice Plan and this Order | _____ [100-days after issuance of Preliminary Approval Order] |
| Class Counsel’s Fee and Expense Application and request for service awards for the Plaintiffs-Settlement Class Representatives | _____ [124-days after issuance of Preliminary Approval Order; 21-days prior to the Deadline for Objections] |
| Plaintiffs to file Motion for Final Approval of the Settlement | _____ [142-days after issuance of Preliminary Approval Order; 42-days after the Notice Date; 24 days prior to the Final Fairness Hearing] |

| | |
|--|--|
| Deadline for filing of Objections to the Settlement, Class Counsel's Fee and Expense Application, and/or the request for Settlement Class Representative service awards | _____ [145-days after issuance of Preliminary Approval Order; 45-days after the Notice Date] |
| Deadline for Requests for Exclusion from the Settlement | _____ [145-days after issuance of Preliminary Approval Order; 45-days after the Notice Date] |
| Claim Administrator shall submit a declaration to the Court (i) reporting the names of all persons and entities that submitted timely Requests for Exclusion; and (ii) attesting that Notice was disseminated in accordance with the Settlement Agreement and this Preliminary Approval Order. | _____ [150-days after issuance of Preliminary Approval Order; 50-days after the Notice Date] |
| Responses of Any Party to any Objections and/or Requests for Exclusion | _____ [7-days before Final Fairness Hearing; 159-days after issuance of Preliminary Approval Order; 59-days after the Notice Date] |
| Any submissions by Defendant concerning Final Approval of Settlement | _____ [7-days before Final Fairness Hearing; 159-days after issuance of Preliminary Approval Order; 59-days after the Notice Date] |
| Final Fairness Hearing will be held at Martin Luther King Building & U.S. Courthouse, 50 Walnut St., Courtroom 4C, Newark, NJ 07102 or by video conference as determined by the Court | _____ [166-days after issuance of Preliminary Approval Order; 24-days after Plaintiffs' filing of Final Approval Motion] |

| | |
|---------------------------|---|
| Claim Submission Deadline | _____ [175-days after issuance of Preliminary Approval Order; 75 days after the Notice Date |
|---------------------------|---|

SO-ORDERED:

Date: _____

Honorable Evelyn Padin
United States District Judge

EXHIBIT 5

The list of vehicle identification numbers can be provided to the Court upon request.

EXHIBIT B



CLASS ACTION RESUME

Formed in 1976, Carella Byrne is one of the leading law firms in the New Jersey – New York metropolitan area, serving a diverse clientele ranging from small businesses to Fortune 500 corporations. Carella Byrne’s class action practice - founded and led by James E. Cecchi - is the preeminent consumer class action firm in the State of New Jersey and across the United States. Mr. Cecchi has held leadership positions in many of the nation’s most complex and important consumer class actions effecting consumer rights in the last ten years. The most recent examples, to name a few are: (1) *In re Volkswagen “Clean Diesel” Marketing, Sales Practices, and Products Liability Litigation*; (2) *In re Takata Airbag Product Defect Litigation*; (3) *In re National Prescription Opiate Litigation*; (4); *In re American Medical Collection Agency, Inc., Customer Data Security Breach Litigation*; (5) *In re Mercedes-Benz Emissions Litigation*; (6) *In re Liquid Aluminum Sulfate Antitrust Litigation*; (7) *In re Volkswagen Timing Chain Product Liability Litigation*; (8) *In re Insulin Pricing Litigation*.

REPRESENTATIVE MATTERS

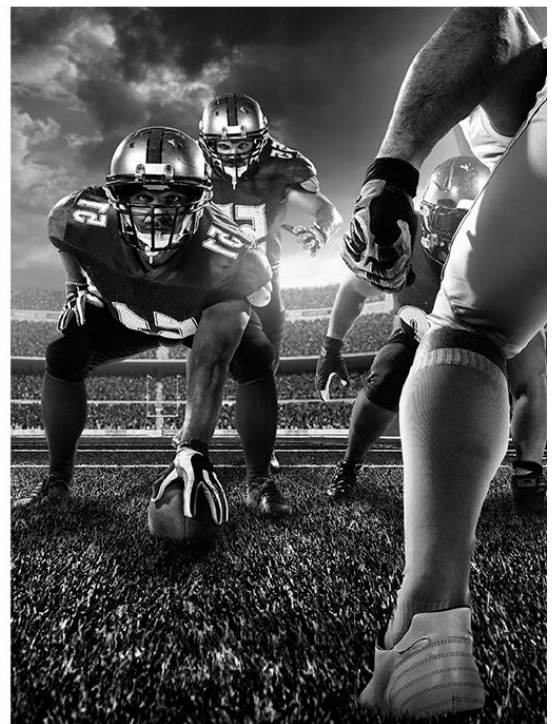
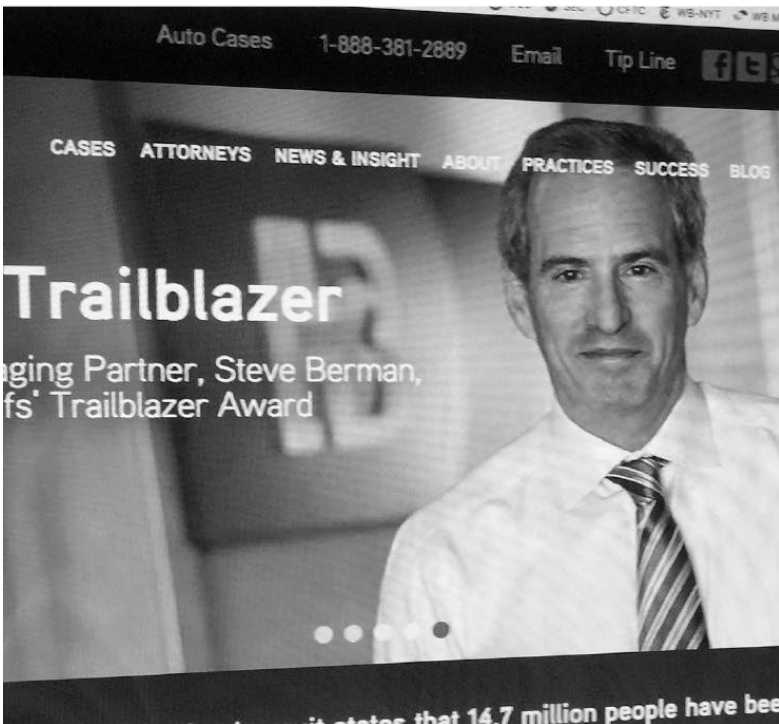
- *In re: Volkswagen “Clean Diesel” Marketing, Sales Practices, and Products Liability Litigation*, MDL No. 2672 (N.D. Cal.) (Hon. Charles R. Breyer) (James Cecchi appointed to Steering Committee and as Settlement Class Counsel; settlement in excess of \$15,000,000,000 for consumer fraud and warranty claims arising from the use of a defeat device to evade U.S. emissions regulations.)
- *In re: Takata Airbag Products Liability Litigation*, MDL No. 2599 (S.D. Fla.) (Hon. Frederico A. Moreno) (James Cecchi appointed to Steering Committee and as Settlement Class Counsel; settlement in excess of \$1,500,000,000 for consumer fraud and warranty claims arising from use of defective and dangerous airbags; the case is ongoing as it pertains to second-wave defendants, including Mercedes Benz USA.)
- *In re: American Medical Collection Agency, Inc. Customer Data Security Breach Litigation*, MDL No. 2904 (D.N.J.) (Hon. Madeline Cox Arleo) (James Cecchi appointed sole Lead Counsel in national Multi-District data breach litigation.)
- *In re National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio) (Hon. Dan A. Polster) (James Cecchi appointed to Plaintiffs’ Executive Committee relating to marketing of opioid drugs. Recent settlements include a proposed \$26 billion settlement with the nation’s largest drug distributors and Johnson & Johnson. Recent trial team victories include Track 3 bellwether of \$650.6 million.)
- *In re: Mercedes-Benz Emissions Litigation*, Civil Action No. 16-cv-881 (D.N.J.) (Hon. Kevin McNulty) (James Cecchi appointed as Interim Co-Lead Counsel for Plaintiffs and the Proposed Class in a case arising out of the alleged use of a defeat device to evade U.S. emissions regulations; settlement with value in excess of \$700,000,000 granted final approval.)

- *In Re: Vytorin/Zetia Marketing, Sales Practices and Products Liability Litigation*, MDL No. 1938 (D.N.J.) (Hon. Dennis M. Cavanaugh); *In re Schering-Plough/Enhance Securities Litigation*, Civil Action No.: 08-cv-397 (D.N.J.) (Hon. Dennis M. Cavanaugh); *In re Merck & Co., Inc. Vytorin/Zetia Securities Litigation*, Civil Action No.: 08-cv-2177 (D.N.J.) (Hon. Dennis M. Cavanaugh) (consumer and securities fraud claims arising from marketing and sale of anti-cholesterol drugs Vytorin and Zetia) (Co-Lead Counsel in Consumer Cases which settled for \$41,500,000 and Liaison Counsel in Securities Cases which collectively settled for \$688,000,000.)
- *In re: Liquid Aluminum Sulfate Antitrust Litigation*, MDL No. 2687 (D.N.J.) (Hon. Jose L. Linares) (James Cecchi appointed as Lead Counsel and secured a settlement of greater than \$100,000,000.)
- *In Re Effexor XR Antitrust Litigation*, Civil Action No. 11-cv-5661 (D.N.J.) (Hon. Joel A. Pisano) (claims on behalf of indirect purchasers of brand-name drug alleging that manufacturer obtained patent by fraud and enforced patent by sham litigation to maintain illegal monopoly of brand-name drug. James Cecchi appointed as Chair of Plaintiffs' Indirect Purchaser Executive Committee.)
- *Davis Landscape v. Hertz Equipment Rental*, Civil Action No. 06-cv-3830 (D.N.J.) (Hon. Dennis M. Cavanaugh) (Co-Lead Counsel in settlement valued at over \$50,000,000 on behalf of contested nationwide class asserting claims that HERTZ' loss/damage waiver charges violated the New Jersey Consumer Fraud Act because it provides no benefit to customers.)
- *In Re: Merck & Co., Inc., Securities, Derivative & "ERISA" Litigation*, MDL No. 1658 (D.N.J.) (Hon. Stanley R. Chesler) (securities fraud claims arising from Merck's failure to disclose problems with commercial viability of anti-pain drug Vioxx which settled for more than \$1,000,000,000.)
- *In re: Mercedes-Benz Tele-Aid Contract Litigation*, MDL No. 1914 (Hon. Dickson R. Debevoise) (Co-Lead Counsel in \$40,000,000 settlement of consumer fraud claims arising from Mercedes' failure to notify Tele-Aid customers of mandated change from analog to digital system, and charging customers to replace system Mercedes knew would be obsolete.)

EXHIBIT C



HAGENS BERMAN



Hagens Berman is a national leader in class-action litigation driven by an international team of legal powerhouses. With a tenacious spirit, we are motivated to make a positive difference in people's lives.

Table of Contents

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|---|-----------|
| INTRODUCTION | 4 |
| The Firm | 4 |
| Locations | 5 |
| Quotes | 6 |
| Victories & Settlements | 8 |
| PRACTICE AREAS | 8 |
| Automotive – Defect, Fraud & Products Liability | 9 |
| AUTOMOTIVE LEGAL TEAM | 14 |
| Steve W. Berman | 15 |
| Elaine T. Byszewski | 24 |
| Rachel E. Fitzpatrick | 26 |
| Catherine Y.N. Gannon | 27 |
| Sean R. Matt | 29 |
| Jerrold C. Patterson | 31 |
| Christopher R. Pitoun | 33 |
| Garth Wojtanowicz | 35 |
| Shelby R. Smith | 36 |
| Nathan Emmons | 38 |
| Abigail D. Pershing | 39 |

INTRODUCTION

The Firm

Hagens Berman Sobol Shapiro LLP was founded in 1993 with one purpose: to help victims with claims of fraud and negligence that adversely impact a broad group. Through the firm's focus on class-action litigation and other complex, multi-party cases, it fights for those seeking representation against wrongdoing and fraud. As the firm grew, it expanded its scope while staying true to its mission of taking on important cases that implicate the public interest and the greater good. We represent plaintiffs including consumers, inventors, investors, workers, the environment, governments, whistleblowers and others.

We are one of the nation's leading class-action law firms and have earned an international reputation for excellence and innovation in ground-breaking litigation against large corporations.

OUR FOCUS

Our focus is to represent plaintiffs in [antitrust](#), [consumer fraud](#), product liability, tort, [sexual harassment](#), [securities and investment fraud](#), [employment](#), [whistleblower law](#), [intellectual property](#), [environmental](#) and employee pension protection cases. Our firm is particularly skilled at managing multistate and nationwide class actions through an organized, coordinated approach. Our skilled team implements an efficient and aggressive prosecutorial strategy to place maximum pressure on defendants.

WE WIN

We believe excellence stems from a commitment to try each case, vigorously represent the best interests of our clients and obtain maximum recovery. Our opponents know we are determined and tenacious, and respect our skills and recognize our track record of achieving top results for those who need it most.

WHAT MAKES US DIFFERENT

We are driven to return to the class every possible portion of its damages—our track record proves it. While many class action or individual plaintiff cases result in large legal fees and no meaningful outcome for the client or class, Hagens Berman finds ways to return real value to the victims of corporate fraud and malfeasance through damages and real change.

AN INTERNATIONAL REACH

Our firm offers clients an international scope of practice. We have flourished through our core network of U.S. offices, and with a global expansion, Hagens Berman has grown geographically to where our eyes have always been: trends of fraud, negligence and wrongdoing taking form anywhere in the world. The firm now does business through endeavors in London and Amsterdam. Our reach is not limited to the cities where we maintain offices. We have cases pending in several countries and have a vested interest in fighting global instances of oppression and injustice.

INTRODUCTION

Locations

SEATTLE

1301 Second Avenue, Suite 2000
Seattle, WA 98101
T 206-623-7292
F 206-623-0594

CHICAGO

455 N. Cityfront Plaza Drive, Suite 2410
Chicago, IL 60611
T 708-628-4949
F 708-628-4950

PHOENIX

11 West Jefferson Street, Suite 1000
Phoenix, AZ 85003
T 602-840-5900
F 602-840-3012

BERKELEY

715 Hearst Avenue, Suite 300
Berkeley, CA 94710
T 510-725-3000
F 510-725-3001

LOS ANGELES

301 North Lake Avenue, Suite 920
Pasadena, CA 91101
T 213-330-7150
F 213-330-7152

SAN DIEGO

533 F Street
Suite 207
San Diego, CA 92101
T 619-929-3340

BOSTON

1 Faneuil Hall Square, 5th Floor
Boston, MA 02109
T 617-482-3700
F 617-482-3003

NEW YORK

555 Fifth Avenue, Suite 1700
New York, NY 10017
T 212-752-5455
F 917-210-3980

LONDON

Hagens Berman UK LLP
125 Old Broad Street
London, EC2N 1AR
T 0203 150 1445

INTRODUCTION

Quotes

“[A] clear choice emerges. That choice is the Hagens Berman firm.”

— *U.S. District Court for the Northern District of California, In re Optical Disk Drive Products Antitrust Litigation (Appointing the firm lead counsel in the case which would later usher in \$180 million in settlements.)*

“Landmark consumer cases are business as usual for Steve Berman.”

— *The National Law Journal, naming Steve Berman one of the 100 most influential attorneys in the nation for the third time in a row*

“Berman is considered one of the nation’s top class action lawyers.”

— *Associated Press*

“unprecedented success in the antitrust field”

— *California Magistrate Judge Nathanael M. Cousins
A July 2015 order awarding attorneys’ fees in student-athlete name and likeness litigation*

“All right, I think I can conclude on the basis with my five years with you all, watching this litigation progress and seeing it wind to a conclusion, that the results are exceptional... You did an exceptionally good job at organizing and managing the case...”

— *U.S. District Court for the Northern District of California, In re Dynamic Random Access Memory Antitrust Litigation (Hagens Berman was co-lead counsel and helped achieve the \$325 million class settlement.)*

“aggressive and independent advocacy”

— *Hon. Thomas M. Durkin
Order Appointing Hagens Berman as Interim Class Counsel in In re Broiler Chicken Antitrust Litigation*

“Class counsel has consistently demonstrated extraordinary skill and effort.”

— *Hon. James Selna, Central District of California, In re Toyota Motor Corp. Unintended Acceleration Marketing, Sales Practices and Products Liability Litigation, (The firm was appointed co-lead counsel without submitting to lead the case, and later achieved what was then the largest settlement in history brought against an automaker – \$1.6 billion.)*

“...I have never worked with such professional, decent counsel.”

— *Hon. Dennis M. Cavanaugh, United States District Judge (Retired), Transcript Of Proceedings Fairness Hearing for In re Mercedes-Benz Emissions Litigation, (Hagens Berman helped secure a \$700 million settlement for class members and served as interim class counsel.)*

“...the track record of Hagens Berman[‘s] Steve Berman is...impressive, having racked... a \$1.6 billion settlement in the Toyota Unintended

Acceleration Litigation and a substantial number of really outstanding big-ticket results.”

— Hon. Milton I. Shadur, Senior U.S. District Judge, naming Hagens Berman interim class counsel in Stericycle Pricing MDL (Hagens Berman served as lead counsel and secured a \$255 million settlement for class members.)

“...when you get good lawyers this is what happens; you get these cases resolved.”

— Hon. Dennis M. Cavanaugh, United States District Judge (Retired)
Proceedings Fairness Hearing for In re Mercedes-Benz Emissions Litigation

“...Class counsel have devoted considerable time and resources to this litigation...”

— Hon. Dennis M. Cavanaugh, United States District Judge (Retired)
Proceedings Fairness Hearing for In re Mercedes-Benz Emissions Litigation

“...This result...puts significant money into the pockets of all of the class members, is an excellent result. ...I’ve also looked at the skill and quality of counsel and the quality of the work... and find that to have been at a high level.”

— Hon. Beth Labson Freeman, United States District Judge
Final Approval of Settlement Hearing for Dean Sheikh et al v. Tesla, Inc.

“...respective clients certainly got their money’s worth with these attorneys and the work that they did on their behalf. ...Plaintiffs did an excellent job on behalf of their clients in this case.”

— Hon. Dennis M. Cavanaugh, United States District Judge (Retired)
Proceedings Fairness Hearing for In re Mercedes-Benz Emissions Litigation

“Class Member reaction to the Mercedes Settlement is overwhelmingly positive.”

— Hon. Dennis M. Cavanaugh (Ret.) Special Master, In re Mercedes-Benz Emissions Litigation

“I will reiterate that class counsel has demonstrated over many years, superior experience and capability in handling class actions of this sort.”

— Hon. Beth Labson Freeman, United States District Judge, Final Approval of Settlement Hearing for Dean Sheikh et al v. Tesla, Inc.

“Not only did they work hard and do what was appropriate under the circumstances; their behavior was exemplary throughout. They were fair and firm. There were no pushovers involved here.”

— Hon. Dennis M. Cavanaugh, United States District Judge (Retired)
Proceedings Fairness Hearing for In re Mercedes-Benz Emissions Litigation

INTRODUCTION

Victories & Settlements

The firm has recovered more than \$320 billion on behalf of class members in large-scale complex litigation.

\$260 BILLION

STATE TOBACCO LITIGATION

Hagens Berman represented 13 states prosecuting major actions against Big Tobacco. The settlement led to a multistate settlement requiring the tobacco companies to pay the states and submit to advertising and marketing restrictions. It was the largest civil settlement in history.

\$25 BILLION

VISA CHECK/MASTERMONEY ANTITRUST LITIGATION

The firm served as co-lead counsel in what was then the largest antitrust settlement in history. The class-action lawsuit alleged that Visa and MasterCard engaged in an anticompetitive scheme to monopolize the debit card services market and charge merchants artificially inflated interchange fees by tying merchant acceptance of their debit card services, Visa Check and MasterMoney, to merchant acceptance of their credit card services. Settlements secured categories of relief that court decisions valued at as much as \$25-87 billion.

\$14.7 BILLION

VOLKSWAGEN EMISSIONS LITIGATION

Hagens Berman was named a member of the plaintiffs' steering committee and part of the settlement negotiating team in this monumental case that culminated in the largest automotive settlement in history. The firm was the first law firm to file against Volkswagen regarding its Dieseltgate emissions-cheating scandal.

\$1.6 BILLION

TOYOTA UNINTENDED ACCELERATION LITIGATION

Hagens Berman served as co-lead counsel and secured what was then the largest automotive settlement in history in this class action that recovered \$1.6 billion for vehicle owners.

\$1.6 BILLION

VOLKSWAGEN FRANCHISE DEALERS LITIGATION

The firm served as lead counsel representing VW franchise dealers in this lawsuit related to VW's Dieseltgate scandal. The settlement recovered nearly full damages for the class.

\$1.45 BILLION

MERACORD

The firm secured a default judgment on behalf of consumers for a useless debt-settlement conspiracy, following years of plaintiff victories in the case. Hagens Berman filed its lawsuit in 2011, on behalf of consumers nationwide, claiming the company violated Washington law and the federal Racketeer Influenced and Corrupt Organizations Act.

\$1.3 BILLION

HYUNDAI KIA THETA II GDI FIRE HAZARD LITIGATION I

Hagens Berman is co-lead counsel in this case accusing automakers of selling vehicles with failure-prone engines that could sometimes catch fire. The case is still pending litigation pertaining to other affected models.

\$700 MILLION

MERCEDES BLUETEC EMISSIONS LITIGATION

A monumental settlement was reached on behalf of owners of Mercedes vehicles affected by Daimler's emissions cheating. The case was initially filed and researched by Hagens Berman, based on the firm's independent vehicle testing, and the firm served as co-lead counsel. The consumer settlement followed a \$1.5 billion settlement between Mercedes and the U.S. Justice Department and California Air Resources Board. The settlement includes an \$875 million civil penalty for violating the Clean Air Act.

\$700 MILLION

WASHINGTON PUBLIC POWER SUPPLY SYSTEM (WPPSS) SECURITIES LITIGATION

Hagens Berman represented bondholders and the trustee in a class action stemming from the failure of two nuclear projects. Plaintiffs were awarded a \$700 million settlement.

\$616 MILLION

APPLE E-BOOKS ANTITRUST LITIGATION

Hagens Berman served as co-lead counsel against Apple and five of the nation's largest publishing companies and secured a combined \$616 million settlement, returning class members nearly twice their losses in recovery, following the firm's victory over Apple after it appealed the case to the U.S. Supreme Court.

\$535 MILLION

CHINA MEDIAEXPRESS HOLDINGS, INC. SECURITIES LITIGATION

Hagens Berman, which served as lead counsel in the case, alleged on behalf of a class of investors that China MediaExpress Holdings made false and misleading statements, including misrepresentations about its revenues, the number of buses in its network and the nature of its business relationships. The lawsuit resulted in relief for investors valued at \$535 million.

\$470 MILLION

LCD ANTITRUST LITIGATION

Hagens Berman served as a member of the Executive Committee representing consumers in multi-district litigation. Total settlements exceeded \$470 million.

\$453 MILLION

GLUMETZA ANTITRUST LITIGATION

The court denied summary judgment and paved the way for trial in this litigation against brand and generic manufacturers of the diabetes drug Glumetza. Hagens Berman served as co-lead counsel for the direct purchaser class. U.S. District Judge William Alsup approved \$453.85 million in settlements resolving direct purchasers' allegations. The result was the largest antitrust recovery to receive final approval in 2022.

\$444 MILLION

MCKESSON DRUG LITIGATION

Hagens Berman was lead counsel in a series of racketeering cases against McKesson for drug pricing fraud that settled for more than \$444 million on the eve of trials.

\$383.5 MILLION

DAVITA HEALTHCARE PERSONAL INJURY LITIGATION

A Denver jury awarded a monumental \$383.5 million verdict to families of three patients who died after receiving dialysis treatments at DaVita clinics.

\$406 MILLION

DRAM ANTITRUST LITIGATION

The firm was co-lead counsel in this antitrust case which settled for \$406 million in favor of purchasers of dynamic random access memory chips.

\$385 MILLION

SUBOXONE ANTITRUST LITIGATION

Hagens Berman was co-lead counsel in this pharmaceutical antitrust class action alleging defendants violated federal antitrust laws by delaying generic competition for its blockbuster opioid addiction medicine, Suboxone.

\$340 MILLION

RANBAXY INC.

Hagens Berman served as co-lead counsel representing Meijer Inc. and Meijer Distribution Inc. in a class-action lawsuit against drugmaker Ranbaxy. The lawsuit alleged it recklessly stuffed the generic drug approval queues with grossly inadequate applications and deceiving the FDA into granting tentative approvals to lock in statutory exclusivities to which Ranbaxy was not entitled. Ranbaxy then excluded competition at the expense of U.S. drug purchasers. The settlement was part of a \$485 million settlement for all plaintiffs. The result was the second largest antitrust recovery to receive final approval in 2022.

\$338 MILLION

AVERAGE WHOLESALE PRICE DRUG LITIGATION

Hagens Berman was lead counsel in this ground-breaking drug pricing case against the world's largest pharmaceutical companies, resulting in a victory at trial. The court approved a total of \$338 million in settlements.

\$325 MILLION

NEURONTIN PFIZER LITIGATION

The firm brought suit against Pfizer and its subsidiary, Parke-Davis, accusing the companies of a fraudulent scheme to market and sell the drug Neurontin for a variety of "off-label" uses for which it is not approved or medically efficacious.

\$307 MILLION**ECODIESEL EMISSIONS CHEATING LITIGATION**

The firm achieved a settlement on behalf of owners of EcoDiesel Dodge 1500 and Jeep Grand Cherokee vehicles in response to Fiat Chrysler's emissions-cheating. Under the settlement, class members who repair their vehicles and submit a claim will receive \$3,075. The total value of the deal is estimated at \$307 million, granted all owners submit a valid claim.

\$300 MILLION**HYUNDAI/KIA HYDRAULIC ELECTRONIC CONTROL UNIT (HECU) FIRE HAZARD**

Approximately three million Hyundai and Kia vehicles nationwide were affected by a dangerous defect in the hydraulic and electronic control units (HECU), also known as anti-lock brake (ABS) modules which posed a risk of non-collision engine fires. Conservatively, plaintiffs' experts valued the settlement achieved by Hagens Berman as co-class counsel in the range of \$326 million to \$652 million.

\$295 MILLION**STERICYCLE, STERI-SAFE LITIGATION**

Hagens Berman served as lead counsel representing small businesses including veterinary clinics, medical clinics and labs in a class-action lawsuit alleging Stericycle's billing practices and accounting software violated consumer laws and constituted breach of contract.

\$255 MILLION**HYUNDAI & KIA FUEL ECONOMY LITIGATION**

Hagens Berman filed a class-action lawsuit on behalf of consumers alleging Hyundai and Kia overstated fuel economy for many vehicles they sold in the United States.

\$250 MILLION**ENRON ERISA LITIGATION**

Hagens Berman was co-lead counsel in this ERISA litigation, which recovered in excess of \$250 million, the largest ERISA settlement in history.

\$250 MILLION**BOFA COUNTRYWIDE APPRAISAL RICO**

Hagens Berman served as co-lead counsel in a nationwide class-action lawsuit against Bank of America, Countrywide Financial and appraisal firm LandSafe Inc. on behalf of a class of home buyers accusing the suit's defendants of carrying out a series of phony appraisals in an attempt to secure more loans.

\$235 MILLION**CHARLES SCHWAB SECURITIES LITIGATION**

The firm was lead counsel in this action alleging fraud in the management of the Schwab YieldPlus mutual fund. A \$235 million class settlement was approved by the court.

\$234 MILLION**AEQUITAS CAPITAL MANAGEMENT**

The firm settled this case on behalf of 1,600 investors of the now-defunct Aequitas companies. It is believed to be the largest securities settlement in Oregon history.

\$218 MILLION**JP MORGAN MADOFF**

Hagens Berman settled this case on behalf of Bernard L. Madoff investors in a suit filed against JPMorgan Chase Bank, its parents, subsidiaries and affiliates. The settlement against JPMorgan involved three simultaneous, separately negotiated settlements totaling more than \$2.2 billion.

\$215 MILLION**USC, DR. GEORGE TYNDALL SEXUAL ABUSE AND HARASSMENT**

The firm served as co-lead counsel and secured a \$215 million settlement on behalf of a class of thousands of survivors of sexual assault against the University of Southern California and its Dr. George Tyndall, the full-time gynecologist at USC's student health clinic.

\$212 MILLION**TOYOTA, LEXUS DENSO FUEL PUMP DEFECT**

Hagens Berman represented consumers in a lawsuit alleging that Toyota Motor Corp. sold vehicles with faulty engines made by Denso International America Inc. The defect left vehicle owners at risk of spontaneous vehicle shutdown, engine stall and other safety risks that increased the likelihood of a crash or injury. The settlement brought relief to more than 3.3 million vehicle owners.

\$208 MILLION**NCAA SCHOLARSHIP CAP ANTITRUST LITIGATION**

Hagens Berman was co-lead counsel in the damages portion of this historic antitrust class action claiming the NCAA unlawfully capped the value of athletic scholarships. In a historic ruling, the U.S. Supreme Court unanimously upheld a trial victory regarding the injunctive portion of the case securing monumental improvements for college athletes, and forever changing college sports. Steve Berman served as trial counsel.

\$205 MILLION

OPTICAL DISC DRIVES (ODD) ANTITRUST LITIGATION

Hagens Berman served as lead counsel on behalf of consumers in a lawsuit filed against Philips, Pioneer and others for artificially inflating the price of ODDs.

\$200 MILLION

NEW ENGLAND COMPOUNDING PHARMACY MENINGITIS OUTBREAK LITIGATION

Hagens Berman attorneys served as lead counsel for the plaintiffs' steering committee on behalf of plaintiff-victims of the 2012 fungal meningitis outbreak that led to more than 64 deaths and hundreds of joint infection cases.

\$181 MILLION

BOILER CHICKEN ANTITRUST LITIGATION

Hagens Berman serves as interim class counsel in a case against Tyson, Purdue and 16 other chicken producers for allegedly conspiring to stabilize chicken prices by reducing production. The firm continues to litigate the case against remaining defendants.

\$169 MILLION

ANIMATION WORKERS

Hagens Berman was co-lead counsel for a class of approximately 10,000 animators and other artistic workers in an antitrust class action against Pixar, DreamWorks, The Walt Disney Company, Sony and others for allegedly conspiring to restrain competition and suppress industry wages. A \$169 million settlement resulted in a payment of more than \$13,000 per class member.

\$150 MILLION

FLONASE ANTITRUST LITIGATION

Hagens Berman was co-lead counsel representing purchasers in this case alleging GlaxoSmithKline filed petitions to prevent the emergence of generic competitors to its drug Flonase to overcharge consumers and purchasers of the drug, which would have been priced lower had a generic competitor been allowed to come to market.

\$150 MILLION

LUPRON CONSUMER LITIGATION

Hagens Berman served as co-lead counsel on behalf of consumers and third-party payors who purchased the drug Lupron. Under the terms of the settlement, TAP Pharmaceuticals paid \$150 million on behalf of all defendants.

\$125 MILLION

PHARMACEUTICAL AWP LITIGATION

Hagens Berman was lead counsel against 11 pharmaceutical companies, including Abbott Laboratories and Watson Pharmaceuticals, resulting in multiple settlements between 2006 and 2012. Defendants agreed to pay \$125 million in a nationwide settlement for intentionally inflating reports of the average wholesale prices (AWP) on certain prescription medications.

\$123.4 MILLION

EXPEDIA LITIGATION

Hagens Berman led this class action arising from bundled "taxes and service fees" that Expedia collects when its consumers book hotel reservations. Plaintiffs alleged that by collecting exorbitant fees as a flat percentage of the room rates, Expedia violated both the Washington Consumer Protection Act and its contractual commitment to charge as service fees only "costs incurred in servicing" a given reservation.

\$120 MILLION

GENERAL MOTORS

Hagens Berman represented owners of GM-branded vehicles as co-lead counsel in a national class-action lawsuit seeking compensation, statutory penalties and punitive damages against GM on behalf of owners of millions of vehicles affected by alleged safety defects and recalls. The court granted final approval to a \$120 million settlement on behalf of affected GM vehicle owners on Dec. 18, 2020. Under the settlement, a trust controlled by creditors in GM's 2009 bankruptcy contributed up to \$50 million.

\$120 MILLION

LOESTRIN ANTITRUST LITIGATION

Hagens Berman served as interim co-lead counsel for the certified class of direct purchasers. The parties reached a proposed settlement shortly before trial.

\$113 MILLION

BATTERIES ANTITRUST LITIGATION

Hagens Berman served as co-lead counsel and secured a settlement in this class-action lawsuit against some of the largest electronics manufacturers for allegedly illegally fixing the price of lithium-ion batteries, pushing costs higher for consumers.

\$108 MILLION

FIAT CHRYSLER LOW OIL PRESSURE

As co-lead counsel, Hagens Berman represented a class of owners of Fiat Chrysler vehicles allegedly prone to spontaneous shut off when oil pressure is low. A federal judge approved a settlement valued at \$108 million comprised of comprehensive relief including extended warranties, software upgrades, free testing and repairs and repair reimbursements.

\$100 MILLION

APPLE IOS APP STORE LITIGATION

In this lawsuit against Apple, the firm served as interim lead counsel in this matter and represented U.S. iOS developers against the tech giant. The suit accused Apple of monopolizing distribution services for iOS apps and in-app digital products, allegedly resulting in commission overcharges. Apple agreed to pay \$100 million and make developer-friendly changes to its App Store policy.

\$100 MILLION

OPPENHEIMER CORE BOND AND CHAMPION INCOME FUNDS LITIGATION

Hagens Berman obtained settlements in two cases alleging that various Oppenheimer entities and certain individual defendants made materially false or misleading statements and omissions to the investing public regarding the investment profile and objectives of the two funds.

\$100 MILLION

TENET HEALTHCARE

Hagens Berman achieved a settlement on behalf of uninsured patients who received care at Tenet facilities nationwide, alleging that the patients were charged excessive prices at 114 hospitals owned and operated by Tenet Healthcare. The suit claimed that Tenet took advantage of the uninsured and working poor who did not have the economic leverage to negotiate lower rates, while giving discounts to HMO's and other large payers.

\$100 MILLION

TREMONT LITIGATION

The firm filed a class action on behalf of investors alleging the company and others grossly neglected fiduciary duties by turning capital over to Bernard Madoff Investment Securities.

\$98 MILLION

PROGRAF ANTITRUST LITIGATION

Hagens Berman served as court-appointed co-lead class counsel representing a class of direct purchasers of Prograf. The antitrust lawsuit alleges that Astellas violated antitrust laws by filing a petition with the FDA as a means of delaying entry of a generic version of Prograf, a drug used to prevent organ rejection by kidney, liver, heart and lung transplant patients.

\$95 MILLION

APPLECARE

This class action secured compensation for iPhone, iPad and iPod owners who bought AppleCare or AppleCare+ coverage. The suit accused Apple of using inferior, refurbished or used parts in device replacements, despite promising to provide consumers with a device "equivalent to new in performance and reliability," and Hagens Berman reached a settlement with the tech giant in April 2022, resolving these claims.

\$92.5 MILLION

BOEING SECURITIES LITIGATION

Boeing and Hagens Berman agreed to a settlement to this shareholder suit filed in November 1997 by Hagens Berman. The settlement, the then second largest awarded in the Northwest, affected tens of thousands of Boeing common stock shareholders.

\$90 MILLION

GOOGLE PLAY STORE APP DEVELOPERS

The firm filed a class action on behalf of Android app developers for violating antitrust laws by allegedly illegally monopolizing markets for Android app distribution and in-app payment processing. A \$90 million settlement has been preliminarily approved.



PRACTICE AREAS

PRACTICE AREAS

Automotive – Defect, Fraud & Products Liability

In litigating cases, we strive to make an impact for large classes of consumers, especially those who fall victim to the gross negligence and lack of oversight of one of the nation’s largest industries: auto manufacturing. Hagens Berman’s automotive litigation team has repeatedly been named a Practice Group of the Year by Law360, highlighting its “eye toward landmark matters and general excellence” in this area of law.

The federal court overseeing the massive multi-district litigation against Toyota appointed the firm to co-lead one of the largest consolidations of class-action cases in U.S. history. The litigation combined more than 300 state and federal suits concerning acceleration defects tainting Toyota vehicles. Hagens Berman was selected from more than 70 law firms applying for the role. Since then, the firm’s automotive practice area has grown at an unrivaled pace, pioneering new investigations into emissions-cheating, defects, false marketing and safety hazards affecting the wellbeing of millions of drivers.

Hagens Berman’s work fighting corporate wrongdoing in the automotive industry has repeatedly earned it a spot in the National Law Journal’s list of Elite Trial Lawyers, and the firm’s auto team who worked on *Toyota* were also named finalists for Public Justice’s Trial Lawyer of the Year award.

Our firm has been a leader in this area of law for nearly a decade, and our settled cases include the following matters related to public safety, defect mitigation and more.

TOYOTA SUDDEN, UNINTENDED ACCELERATION LITIGATION

Steve Berman served as co-lead counsel for the economic loss class in this lawsuit filed on behalf of Toyota owners alleging a defect caused vehicles to undergo sudden, unintended acceleration. In addition to safety risks, consumers suffered economic loss from decreased value of Toyota vehicles following media coverage of the alleged defect.

RESULT: \$1.6 billion settlement, which was the largest automotive settlement in history at the time, surpassed only by the firm’s future settlements

HYUNDAI/KIA THETA II GDI ENGINE FIRE HAZARD LITIGATION I

As co-lead counsel against Hyundai and Kia, Hagens Berman helped secure a \$1.3 billion settlement on behalf of owners of cars affected by an engine defect causing spontaneous fires. The compensation includes lifetime warranty protection, software installation aimed to detect and prevent the engine defect, reimbursements for repair-related costs and lost value due to engine failures or fires, and payment for repair delays.

RESULT: \$1.3 billion settlement

HYUNDAI/KIA ENGINE FIRE HAZARD LITIGATION II

Following the firm’s \$1.3 billion settlement on behalf of owners of cars affected by an engine defect causing spontaneous fires in millions of Hyundai and Kia cars, Hagens Berman, which served as co-lead counsel in this case, also secured an additional settlement concerning engines not included in the first settlement. The newest settlement brings relief to owners of about 2.1 million vehicles with Gamma GDI and Nu GDI engines as well as Theta II MPI engines. “The

settlement is comprehensive in compensating class members for the harms suffered and providing protection against future harms,” Judge Staton said, noting that the deal is substantially similar to the one finalized in May 2021 in *In re Hyundai and Kia Engine Litigation*, which was valued at up to \$1.3 billion.

RESULT: Settlement comparable to prior \$1.3 billion in *In re Hyundai and Kia Engine Litigation*

HYUNDAI/KIA HYDRAULIC ELECTRONIC CONTROL UNIT (HECU) FIRE HAZARD LITIGATION

Hagens Berman filed this class-action lawsuit against automakers Hyundai and Kia on behalf of owners and lessees of approximately three million U.S. vehicles regarding a defect affecting the vehicles’ hydraulic and electronic control units. The defect, which the lawsuit alleges Hyundai and Kia were aware of upon selling the affected vehicles, can cause electrical short-circuits and engine fires. Conservatively, plaintiffs’ expert values the settlement in the range of \$326 million to \$652 million, depending on relief claimed by affected owners and lessors.

RESULT: Settlement valued at more than \$300 million

HYUNDAI KIA FUEL ECONOMY LITIGATION

Hagens Berman sued Hyundai and Kia on behalf of owners after the car manufacturers overstated the MPG fuel economy ratings on 900,000 of their cars. The suit seeks to give owners the ability to recover a lump-sum award for the lifetime extra fuel costs, rather than applying every year for that year’s losses.

RESULT: \$255 million settlement. Lump-sum payment plan worth \$400 million on a cash basis, and worth even more if owners opt for store credit (150 percent of cash award) or new car discount (200 percent of cash award) options.

TOYOTA, LEXUS DENSO FUEL PUMP LITIGATION

The firm filed this class action regarding a defect in the DENSO fuel pump installed in the affected Toyota and Lexus vehicles which can leave vehicle owners at risk of spontaneous vehicle shutdown, engine stall and other safety risks that increase the likelihood of a crash or injury.

RESULT: Settlement valued between \$212 million and \$288 million

HYUNDAI KIA CAR THEFT DEFECT LITIGATION

Serving as co-lead counsel, the firm achieved swift relief in this class action stemming from Hyundai and Kia’s failure to equip nearly nine million 2011-2022 models with an immobilizer, a common antitheft device in modern cars which prevents most vehicles from being started unless a code is transmitted from the vehicle’s smart key. The lack of immobilizer in affected vehicles spawned viral “Kia Challenge” TikTok videos demonstrating simple measures “Kia Boys” take to steal affected Hyundai and Kia vehicles using only a common USB charging cord or similar metal object to start the engine, allowing thieves to steal them in less than 90 seconds.

RESULT: Settlement-in-principle valued at more than \$200 million

GENERAL MOTORS IGNITION SWITCH LITIGATION

The firm served as co-lead counsel in a high-profile case on behalf of millions of owners of recalled GM vehicles affected by a safety defect linked to more than 120 fatalities. The lawsuit alleged GM did not take appropriate remedial measures, despite having prior knowledge of the defect.

RESULT: \$120 million settlement

FIAT CHRYSLER (FCA) LOW OIL PRESSURE SHUT OFF LITIGATION

Hagens Berman represented owners of Chrysler, Dodge, Fiat, Jeep and Ram vehicles affected by a defect causing overconsumption of oil and spontaneous vehicle shut off during low oil pressure. In 2022 a federal judge approved a settlement for owners of vehicles with 2.4L TigerShark MultiAir II engines.

RESULT: \$108 million settlement

HONDA INFOTAINMENT SYSTEM LITIGATION

In 2019, owners of Honda vehicles filed a class-action lawsuit against the automaker for a defect affecting the vehicles' infotainment system which was prone to failing to boot, freezing during use and suffering general malfunctions and glitches. Owners reported the issues on vehicles with as few as 580 miles. The U.S. district judge called the settlement for vehicle owners a "significant effort" in light of the difficulties and complexities of the case.

RESULT: \$33 million settlement

FORD MYFORD TOUCH LITIGATION

Hagens Berman served as co-lead counsel on behalf of owners of Ford vehicles equipped with MyFord Touch, an in-car communication and entertainment package, who claim that the flawed system put drivers at risk of an accident while causing economic hardship for owners. The complaint cites internal Ford documents that show that 500 of every 1,000 vehicles have issues involving MyFord Touch due to software bugs, and failures of the software process and architecture. Owners report that Ford has been unable to fix the problem, even after repeated visits.

RESULT: \$17 million settlement

ACURA RDX INFOTAINMENT SYSTEM LITIGATION

In this class-action lawsuit filed against American Honda Motor Co. Inc., owners of 2019 and 2020 Acura RDX vehicles accused the automaker of knowingly selling the vehicles with defective infotainment systems, posing a serious safety risk to drivers. The alleged defect causes many of the vehicles' features associated with the infotainment system to malfunction, including the navigation system, audio system, as well as safety features like the backup camera.

RESULT: \$10.5 million settlement

TESLA AUTOPILOT AP2 ROLLOUT DELAY LITIGATION

The firm filed a lawsuit against Tesla for knowingly selling nearly 50,000 cars with nonfunctional Enhanced Autopilot AP2.0 software that did not meet Tesla's promises, including inoperative Standard Safety Features on affected models sold in Q4 2016 and Q1 2017.

RESULT: \$5.4 million settlement

NISSAN QUEST ACCELERATOR LITIGATION

Hagens Berman represented Nissan Quest minivan owners alleging their vehicles developed deposits in a part of the engine, causing drivers to apply increased pressure to push the accelerator down.

RESULT: Settlement providing reimbursement for cleanings or replacements and applicable warranty coverage

PENDING LITIGATION AGAINST AUTOMAKERS

The firm has filed several pending cases against major automakers, including the following class actions promoting consumers' rights:

FCA CHRYSLER PACIFICA HYBRID MINIVAN ENGINE SHUTDOWN LITIGATION

Over 67,000 Chrysler plug-in hybrid electric vehicles are at risk for spontaneous power loss while the vehicle is in motion due to a serious wiring defect in the transmission of the gasoline-driven portion of the powertrain. The automaker's

response to this potentially life-threatening issue falls short, leaving Chrysler customers with little recourse. According to a recall report filed with the National Highway Traffic Safety Administration in January 2023, 100% of 2017-2023 Chrysler Pacifica PHEVs are at risk for sudden engine shutoff due to this defect. Loss of motive power is total and comes without warning, giving drivers little or no opportunity to maneuver vehicles to safety, and can occur while moving at highway speeds.

FCA CHRYSLER PACIFICA HYBRID MINIVAN FIRE HAZARD LITIGATION

In this automotive class-action lawsuit, the firm serves as co-lead counsel representing owners of 2017 and 2018 Chrysler Pacifica plug-in hybrid electric minivans. Twelve fires have been reported in Chrysler Pacifica hybrid minivans. All of the vehicles that caught fire were parked and turned off; eight of the 12 vehicles were plugged in and charging. In the recall report filed with the National Highway Traffic Safety Administration, Chrysler said the “root cause is unknown.” Hagens Berman filed a consolidated master complaint Nov. 4, 2022. The complaint highlights Fiat Chrysler’s proposed “fix” as a “Hobson’s choice foisted on consumers” that fails to solve the issue. Even after having the recall performed, at least two Hybrid Pacifica vehicles have exploded into flames in owners’ garages and driveways.

FCA DODGE RAM 1500 & 1500 CLASSIC ECODIESEL TRUCKS EGR COOLER FIRE HAZARD LITIGATION

Hagens Berman represents owners of certain Dodge Ram 1500 trucks at risk for vehicle fire. Affected trucks have been built with defective EGR coolers that can crack due to thermal fatigue. This can allow coolant to leak into the running engine, which can result in combustion and a vehicle fire.

FCA DODGE RAM 2500/3500 SCR DEFECT

The lawsuit claims that owners of 2013-2017 Dodge RAM 2500 and 3500 trucks experienced significantly reduced miles per gallon and increased fuel costs due to a defect in the selective catalytic reduction system and subsequent changes in the vehicles’ emissions system software.

FCA MONOSTABLE GEARSHIFT LITIGATION

Over 811,000 Dodge Chargers, Chrysler 300s and Jeep Grand Cherokees were equipped with defective gear shifters that could cause the vehicles to roll away after the driver attempted to place the vehicle in park. The case went to trial, resulting in a mixed verdict in which the jury found the vehicles had a design defect under Utah law. Hagens Berman continues to pursue claims for damages on behalf of a class of owners/lessees from California and New York.

FORD, GM, FCA, NISSAN CP4 HIGH-INJECTION FUEL PUMP DEFECT LITIGATION

Hagens Berman has filed multiple class-action lawsuits against the “Big Three” — Ford, GM, and FCA — in addition to Nissan on behalf of diesel truck owners due to a defective high-pressure fuel injection pump in affected vehicles. The defective part generates metallic shavings and can lead to catastrophic failure of the engine. The complaints allege defendants routinely denied repair under warranty, even though the repair costs at least \$7,000, and in some cases exceeds \$10,000. After Hagens Berman filed suit against FCA with respect to the 3.0-liter engine cars and trucks, FCA issued a safety recall for those vehicles. In March 2023, Hon. Bernard A. Friedman allowed the majority of claims against Ford to continue, and in that same month, Hon. Terrence Berg certified seven state-specific classes on behalf of GM truck owners.

FORD ESCAPE, MAVERICK AND LINCOLN CORSAIR HYBRID FIRES LITIGATION

Ford has recalled more than 100,000 of its Escape, Maverick and Lincoln Corsair hybrid models manufactured since 2020 for a risk of spontaneously catching fire due to a safety defect. The issue has been traced to leaking fluid from the vehicles’ engine block or oil pan. In response, rather than fix the faulty engine blocks and oil pans, Ford has issued “fix” instructions to its dealers that ask them to remove blinds from the grill shutter and drill holes in the floor of the engine compartment, potentially causing flammable fluids to drip into the roadway and owners’ garages and driveways. The firm’s class-action lawsuit against Ford was filed in August of 2022.

FORD MUSTANG MACH-E SHUTDOWN DEFECT LITIGATION

Owners of 2021-2022 Ford Mustang Mach-E vehicles filed a class-action lawsuit against the automaker in relation to a defective high voltage main battery contactor that can reportedly suddenly and unexpectedly cause the vehicle to lose power, disabling the engine and key safety features. The defect presents a high risk of crash, injury and death. Ford's remedies have so far been unsuccessful and may be increasing charging times and decreasing the engine power for owners.

GM PCV SYSTEM FREEZE DEFECT LITIGATION

Hagens Berman represents those affected by a serious defect in various GM vehicles. In affected vehicles, colder temperatures can cause the PCV system to become at risk of freezing, building pressure in the vehicle's crankcase. The defect can lead to a range of consequences for vehicle owners, from a seal replacement that may cost over a thousand dollars, to complete engine failure costing several thousands of dollars. Many vehicle owners complain of no warning before the seal fails, leaving them stranded in freezing temperatures.

HONDA CIVIC ELECTRONIC POWER STEERING DEFECT LITIGATION

The firm filed a class-action lawsuit accusing American Honda Motor Company of selling 2022-2023 Civics which it knew were equipped with dangerously faulty electronic power steering (EPS) systems. The EPS system failure occurs without warning and under various driving conditions, causing the vehicles to lose steering control at high speeds. The National Highway Traffic Safety Administration opened a preliminary investigation after receiving 145 reports of "momentary increase in steering effort," described as "sticky steering," which could result in the inability to avoid a road hazard.

HYUNDAI, KIA & GENESIS EV BATTERY CHARGE DEFECT

According to the suit, owners of Hyundai Ioniq 5s, Hyundai Ioniq 6s, Genesis GV60s and Kia EV6s experience vehicle charging ports overheating in as little as 30 minutes, causing charging sessions to repeatedly fail. The plaintiffs say this can leave them with unexpectedly empty vehicle batteries, and Hyundai's proposed fix for the problem is inadequate. The proposed class brings claims that the automakers violated the Computer Fraud and Abuse Act and various state consumer protection laws.

TESLA MODEL S & MODEL X SOFTWARE BATTERY DRAIN DEFECT LITIGATION

Hagens Berman has filed a lawsuit on behalf of owners and lessors of Tesla Model S and Model X vehicles, alleging that Tesla's automatic software updates are responsible for a drastic drop in battery performance and driving range in affected vehicles. In some cases, attorneys allege, the software update renders batteries fully inoperable, and drivers are told they must purchase a new \$15,000 battery.

VW ATLAS WIRING HARNESS DEFECT LITIGATION

Hagens Berman represents owners and lessors of more than 222,000 defective Volkswagen Atlas vehicles affected by a dangerous manufacturing defect in the door wiring harness. The defect can cause vehicles' systems to malfunction, affecting the functionality of airbags, brakes and more. This defect can place drivers, passengers and other traffic or pedestrians in immediate safety risk and danger of crashes.

AUTOMOTIVE LEGAL TEAM



steve@hbsslw.com

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F 206-623-0594

1301 Second Avenue
Suite 2000
Seattle, WA 98101

YEARS OF EXPERIENCE

41

PRACTICE AREAS

[Anti-Terrorism](#)
[Automotive Litigation](#)
[Civil & Human Rights](#)
[Class Action](#)
[Consumer Rights](#)
[Emissions Litigation](#)
[Environmental Litigation](#)
[Governmental Representation](#)
[High Tech Litigation](#)
[Intellectual Property](#)
[Investor Fraud](#)
[Patent Litigation](#)
[Qui Tam](#)
[Securities](#)
[Sexual Abuse & Harassment](#)
[Sports Litigation](#)
[Whistleblower](#)

BAR ADMISSIONS

- Illinois
- Washington
- Foreign Registered Attorney in England and Wales

COURT ADMISSIONS

- Supreme Court of the United States
- U.S. Court of Appeals for the First Circuit
- U.S. Court of Appeals for the Second Circuit

MANAGING PARTNER

Steve W. Berman

Served as co-lead counsel against Big Tobacco, resulting in the **largest settlement in world history**, and at the time **the largest automotive, antitrust, ERISA and securities settlements in U.S. history**

INTRODUCTION

Steve Berman represents consumers, investors and employees in large, complex litigation held in state and federal courts. Steve's trial experience has earned him significant recognition and led The National Law Journal to name him one of the **100 most powerful lawyers in the nation**, and to repeatedly name Hagens Berman one of the top 10 plaintiffs' firms in the country. He was named an MVP of the Year by Law360 in class-action litigation and received the 2017, 2021 and 2022 Trailblazer award. Law360 also named him a Titan of the Plaintiffs Bar every eligible year, and his cases have received the American Antitrust Institute's Honoree for Outstanding Antitrust Litigation Achievement in Private Law Practice recognition three times just since 2018. Steve was also recognized for the sixth year as an Elite Trial Lawyer by The National Law Journal, and BestLawyers named him to its 2023 list of Best Lawyers in America in plaintiffs litigation.

Steve co-founded Hagens Berman in 1993 after his prior firm refused to represent several young children who consumed fast food contaminated with E. coli — Steve knew he had to help. In that case, Steve proved that the poisoning was the result of **Jack in the Box's cost cutting** measures along with gross negligence. He was further inspired to build a firm that vociferously fought for the rights of those unable to fight for themselves. Berman's innovative approach, tenacious conviction and impeccable track record have earned him an excellent reputation and numerous historic legal victories. He is considered one of the nation's most successful class-action attorneys, and has been praised for securing record-breaking settlements and tangible benefits for class members. Steve is particularly known for his tenacity in forging consumer settlements that return a high percentage of recovery to class members.

[Print & Online Feature Interviews »](#)

CURRENT ROLE

- Managing Partner of Hagens Berman Sobol Shapiro LLP and Hagens Berman EMEA LLP

CAREER HIGHLIGHTS

- **State Tobacco Litigation** — \$260 billion, Special assistant attorney general for the states of Washington, Arizona, Illinois, Indiana, New York, Alaska, Idaho, Ohio, Oregon, Nevada, Montana, Vermont and Rhode Island in prosecuting major actions against the tobacco industry. In November 1998, the initial proposed settlement led to a multi-state settlement requiring the tobacco companies to pay the states \$260 billion and to submit to broad advertising and marketing restrictions — the largest civil settlement in history.

- U.S. Court of Appeals for the Third Circuit
- U.S. Court of Appeals for the Fifth Circuit
- U.S. Court of Appeals for the Sixth Circuit
- U.S. Court of Appeals for the Seventh Circuit
- U.S. Court of Appeals for the Eighth Circuit
- U.S. Court of Appeals for the Ninth Circuit
- U.S. Court of Appeals for the Tenth Circuit
- U.S. Court of Appeals for the Eleventh Circuit
- U.S. Court of Appeals for the D.C. Circuit
- U.S. Court of Appeals for the Federal Circuit
- U.S. Court of Federal Claims
- U.S. District Court for the District of Colorado
- U.S. District Court for the Northern District of Illinois
- U.S. District Court for the Central District of Illinois
- U.S. District Court for the Eastern District of Michigan
- U.S. District Court for the Eastern District of Washington
- U.S. District Court for the Western District of Washington
- Supreme Court of Illinois
- Supreme Court of Washington

EDUCATION



- **Visa MasterCard ATM Antitrust Litigation** — \$27 billion, Co-lead counsel in what was then the largest antitrust settlement in history: a class-action lawsuit alleging that Visa and MasterCard, together with Bank of America, JP Morgan Chase and Wells Fargo, violated federal antitrust laws by establishing uniform agreements with U.S. banks, preventing ATM operators from setting ATM access fees below the level of the fees charged on Visa’s and MasterCard’s networks.
- **Toyota Sudden, Unintended Acceleration** — \$1.6 billion, Hagens Berman was co-lead counsel in this massive MDL alleging that Toyota vehicles contained a defect causing sudden, unintended acceleration (SUA). It was the largest automotive settlement in history at the time, valued at up to \$1.6 billion. The firm did not initially seek to lead the litigation, but was sought out by the judge for its wealth of experience in managing very complex class-action MDLs. Hagens Berman and managing partner Steve Berman agreed to take on the role of co-lead counsel for the economic loss class and head the plaintiffs’ steering committee.
- **NCAA Grants-in-Aid Scholarships Litigation (aka “Alston case,” in the press)** — \$208 million settlement, and permanent injunction upheld by the Supreme Court, led the firm’s antitrust class action against the NCAA on behalf of college athletes, claiming that the NCAA had violated the law when it kept the class from being able to receive compensation provided by schools or conferences for athletic services other than cash compensation untethered to education-related expenses. The Supreme Court upheld the favorable opinion of the Ninth Circuit in a 9-0 ruling. Justice Kavanaugh’s opinion further underscored the massive win for plaintiffs and the ruling’s ongoing effects: “The NCAA couches its arguments for not paying student athletes in innocuous labels. But the labels cannot disguise the reality: The NCAA’s business model would be flatly illegal in almost any other industry in America,” pushing for further scrutiny of the NCAA’s regulations. Steve’s antitrust case against the NCAA involving rights of college athletes to receive grant-in-aid scholarships saw a unanimous Supreme Court victory, in what media called a “major ruling” (ABC World News Tonight), that “will change the game” (ABC Good Morning America), and leaves the NCAA “more vulnerable than ever” (AP).

Steve also leads the firm’s **NCAA Name, Image and Likeness (NIL) Litigation**, in which current or former NCAA college athletes, using the *Alston* precedent, have filed a class-action lawsuit accusing the NCAA, Pacific-12 Conference, the Big Ten Conference, the Big Twelve Conference, Southeastern Conference and Atlantic Coast Conference of illegally limiting the compensation that Division I college athletes may receive for the use of their names, images and likenesses. Thousands of college athletes have taken advantage of the NIL opportunities opened by the *Alston* case to the tune of multimillion-dollar deals now available to them since the NCAA loosened its restrictions on July 1, 2021. So far the firm has achieved class certification regarding the injunctive and damages portions of the case, achieving representation of more than 184,000 college athletes in what the media has called a “worst-case scenario” for the NCAA.

- **Washington Public Power Supply System (WPPSS)** — \$700 million settlement, Represented bondholders and the bondholder trustee in a class-action lawsuit stemming from the failure of two WPPSS nuclear projects. The case was one of the most complex and lengthy securities fraud cases ever filed. The default was one of the largest municipal bond defaults in history. After years of litigation, plaintiffs were awarded a \$700 million settlement agreement brought against more than 200 defendants.

AWARDS

Law360
TITANS
 OF THE PLAINTIFFS BAR

THE NATIONAL
 LAW JOURNAL
**ELITE TRIAL
 LAWYERS**

THE NATIONAL
 LAW JOURNAL
PLAINTIFFS' HOT LIST

100 MOST INFLUENTIAL
 LAWYERS IN AMERICA
 | A SPECIAL REPORT |

**MOST POWERFUL
 ATTORNEY**
 STATE OF WASHINGTON
 THE NATIONAL LAW JOURNAL

Super Lawyers

- [Apple E-Books Antitrust Litigation](#) — \$616 million settlement, Fought against Apple and five of the nation's top publishers for colluding to raise the price of e-books, resulting in recovery equal to twice consumers' actual damages. The firm recovered an initial settlement of more than \$160 million with defendant publishing companies in conjunction with several states attorneys general. Steve then led the firm to pursue Apple for its involvement in the e-book price hike. Apple took the case to the Supreme Court, where it was ruled that Apple had conspired to raise prices, and the firm achieved an additional \$450 million settlement for consumers.
- [Enron Pension Protection Litigation](#) — \$250 million settlement, Led the class-action litigation on behalf of Enron employees and retirees alleging that Enron leadership, including CEO Ken Lay, had a responsibility to protect the interests of those invested in the 401(k) program, an obligation they abrogated. The court selected Steve to co-lead the case against Enron and the other defendants.
- [Charles Schwab Securities Litigation](#) — \$235 million settlement, Led the firm to file the first class-action lawsuit against Charles Schwab on March 18, 2008, alleging that Schwab deceived investors about the underlying risk in its Schwab YieldPlus Funds Investor Shares and Schwab YieldPlus Funds Select Shares.
- [JP Morgan Madoff Lawsuit](#) — \$218 million settlement, Represented Bernard L. Madoff investors in a suit filed against JPMorgan Chase Bank, one of the largest banks in the world.
- [NCAA Grants-in-Aid Scholarships Lawsuit](#) — \$208 million settlement, and permanent injunction upheld by the Supreme Court, Led the firm's tenacious antitrust class action against the NCAA on behalf of college athletes, claiming that the NCAA had violated the law when it kept the class from being able to receive compensation provided by schools or conferences for athletic services other than cash compensation untethered to education-related expenses. The Supreme Court upheld the favorable opinion of the Ninth Circuit in a 9-0 ruling. Justice Kavanaugh's opinion further underscored the massive win for plaintiffs and the ruling's ongoing effects: "The NCAA couches its arguments for not paying student athletes in innocuous labels. But the labels cannot disguise the reality: The NCAA's business model would be flatly illegal in almost any other industry in America," pushing for further scrutiny of the NCAA's regulations.
- [Boeing Securities Litigation](#) — \$92.5 million settlement, Represented a class of tens of thousands of shareholders against Boeing, culminating in a proposed settlement that was the second-largest awarded in the Northwest.
- [NCAA Concussions](#) — \$75 million settlement, and 50-year medical monitoring fund, Led the firm's pioneering NCAA concussions suit that culminated in a proposed settlement that will provide a 50-year medical-monitoring program for student-athletes to screen for and track head injuries; make sweeping changes to the NCAA's approach to concussion treatment and prevention; and establish a \$5 million fund for concussion research, preliminarily approved by the court.

RECENT CASES

- [Antitrust Litigation](#)
 Corporate fraud has many faces, and Steve has taken on some of the largest perpetrators through antitrust law. Steve has helped lead the firm's efforts taking on price-fixing in the agricultural industry, holding food conglomerates accountable for fixing the prices of [beef](#), [pork](#), [chicken](#) and [turkey](#). Across those matters, the firm has so far achieved multiple icebreaker settlements and looks forward to returning additional funds to millions of consumers who unknowingly overpaid for basic

kitchen staples. In its [wage-fixing antitrust against poultry processors](#), Steve has helped the firm to secure a combined total of \$180.1 million in settlements, bringing relief to non-supervisory production and maintenance employees at chicken processing plants. In that case, the Department of Justice has taken note, announcing a restitution clause that orders these companies to provide payment – either through an approved settlement in the class-action litigation brought by Hagens Berman or, only in the alternative, directly to the DOJ. The firm has brought [similar claims against major red meat processing companies](#).

In 2014 Steve was quoted in Vanity Fair in an article about his e-books case vs. Apple and the big five publishing companies, which had just gone to the Supreme Court where he won against Apple in a combined \$616 million settlement with all defendants. Steve said then, as he looked from his Seattle office to Amazon's HQ, "I'd love to sue Amazon. It's the only big company I haven't sued." Steve stuck to his word, and now his firm has several active cases against Amazon, most of which are antitrust cases alleging billions of dollars in price-fixing damages. The cases range from price-fixing affecting the [cost of iPhones, iPads and e-books](#) to wider claims involving Amazon's [third-party Marketplace, multi-seller listings](#) and [more](#). Amazon itself has stated the current Amazon price-fixing cases are the largest in U.S. history.

In another antitrust win in a technology-focused issue, Steve led the firm to two back-to-back settlements against Apple and Google involving anticompetitive policies and practices in the Apple App Store and Google Play Store. In those lawsuits, the firm accused the tech giants of monopolizing against U.S. developers of iOS and Android apps, cheating them out of profits through antitrust violations. In both [Apple's \\$100 million settlement](#) and [Google's \\$90 million settlement](#), the companies were forced to make sweeping changes to their practices, allowing small app developers in the U.S. to finally receive their just rewards for their work. Plaintiffs in those cases went on to receive settlement checks for upwards of tens of thousands of dollars, some higher.

- [Emissions Litigation](#)

After filing the first legal action in the notorious [Volkswagen Dieselgate](#) litigation, Steve took a leadership role in combatting VW's deceit. This led him to pioneer legal action against many other automakers for violations of emissions regulations. Hagens Berman is the only firm that has purchased an emission testing machine to determine if other diesel car manufacturers install similar cheating devices. Hagens Berman's independent research has led to monumental settlements and induced governmental agencies to launch investigations and levy fines.

Steve's emissions litigation successes include: a \$700 million settlement regarding [Mercedes BlueTEC](#) vehicles, a settlement valued at \$307 million pertaining to [Fiat Chrysler \(FCA\) EcoDiesel](#) vehicles, an \$80 million settlement against [Porsche](#) in a continuation of groundbreaking work in the Volkswagen emissions litigation which culminated in a \$14.7 billion settlement, the largest ever brought against any automaker. Hagens Berman also championed the rights of [Volkswagen franchise dealers](#) who were blindsided by VW's actions and suffered losses. That case recovered \$1.67 billion for the class.

Currently, Steve pursues ongoing emissions litigation against [BMW](#), as well as multiple cases against General Motors regarding the [Chevy Cruze, Chevy Silverado](#) and [GMC Sierra](#), and multiple cases against FCA's Dodge RAM 2500/3500 trucks (2007-2012 and 2019-2021). He also maintains an advisory role in emissions litigation filed in Australia against Mercedes's parent company, [Daimler](#), and is one of the solicitors pursuing emissions litigation against Mercedes in the UK. Steve also serves on the supervisory board of the Emission Claim Schticking pursuing litigation

regarding emissions cheating in the Netherlands against Mercedes, Stellantis and Renault.

- Opioids - [Orange County and Santa Clara County, Seattle, and the States of Ohio, Mississippi and Arkansas](#)

Steve has been retained by various municipalities, including the states of Ohio, Mississippi and Arkansas, Orange County, as well as the city of Seattle to serve as trial counsel in a recently filed state suit against five manufacturers of opioids seeking to recover public costs resulting from the opioid manufacturer's deceptive marketing.

- [Consumer Protection](#)

Steve is a leader in protecting millions of consumers in large-scale cases that challenge unfair, deceptive and fraudulent practices, and the firm's automotive litigation practice area bolsters that mission. The firm is currently pursuing multiple automotive defect cases against Hyundai and Kia in which millions of vehicles are affected and prone to spontaneous fires. Those class actions accuse the automakers of knowingly selling vehicles with a series of defects affecting engines and the hydraulic and electronic control unit. The firm has settled two of these cases resulting in over ten million cars eligible for repair and consumers entitled to additional benefits. Judge Josephine Staton called the [most recent settlement](#) comprehensive and able to protect against future harms, noting that the deal is substantially similar to the settlement Hagens Berman finalized in May 2021 in *In re Hyundai and Kia Engine Litigation*, which was valued at \$1.3 billion.

In another active defect case against Hyundai and Kia, the firm represents consumers who own certain model vehicles manufactured and sold by the automakers without an immobilizer, [leaving them vulnerable to theft](#), and often leaving owners with repair bills in excess of \$10,000. The firm in 2023 secured a settlement valued at more than \$200 million to bring swift remedy to those facing this issue affecting more than 8 million vehicles.

Hundreds of thousands of consumers are also affected by the firm's multiple cases pertaining to defective CP4 fuel pumps manufactured by Bosch. The affected vehicles' fuel pumps wear down quickly due to the lack of lubrication in U.S. diesel fuel. Having only been manufactured to handle other grades of diesel, the CP4 pumps erode, causing metal shavings to leak into the fuel system, leading to sudden engine failure. The defect manifests as early as mile one, and because no fix for the defect exists, owners of affected vehicles are left paying high prices for costly replacement CP4 pumps and engine failures, only to repeat the problem. Hagens Berman is currently pursuing litigation against the Big Three automakers, [Ford, GM and Stellantis/Fiat Chrysler](#), as well as a more recently filed [CP4 defect case against Nissan](#).

RECENT SUCCESS

- [Volkswagen Franchise Dealerships](#) — \$1.6 billion settlement
Lead counsel for VW franchise dealers' suit, in which a settlement of \$1.6 billion has received final approval, and represents a substantial recovery for the class.
- [Stericycle Sterisafe Contract Litigation](#) — \$295 million settlement
Hagens Berman's team, led by Steve Berman, filed a class-action lawsuit against Stericycle, a massive medical waste disposal company and achieved a sizable settlement for hundreds of thousands of its small business customers.
- [NCAA Grant in Aid Scholarships](#) — \$208 million settlement
Served as co-lead counsel in the Alston case that successfully challenged the NCAA's

limitations on the benefits college athletes can receive as part of a scholarship, culminating in a \$208 million settlement and injunction upheld by the Supreme Court. The recovery amounts to 100 percent of single damages in an exceptional result in an antitrust case. Steve also co-lead the 2018 trial on the injunctive aspect of the case which resulted in a change of NCAA rules limiting the financial treatment of athletes. The injunction, which was upheld in a unanimous Supreme Court decision in June 2021, prohibits the NCAA from enforcing any rules that fix or limit compensation provided to college athletes by schools or conferences in consideration for their athletic services other than cash compensation untethered to education-related expenses. According to the Ninth Circuit, the NCAA is “permanently restrained and enjoined from agreeing to fix or limit compensation or benefits related to education” that conferences may make available. In the Supreme Court’s 9-0, Justice Kavanaugh stated, “The NCAA is not above the law.”

- **Hyundai/Kia Engine Fire Defect** — Settlements yet to be totaled, with one estimated relief valued at up to \$1.3 billion
In 2023, the court preliminarily approved a settlement that will benefit more than 2.1 million Hyundai and Kia owners suffering from a serious defect that can cause spontaneous fires and engine failure. The defect affected multiple engines, and spurred two settling cases. In May 2021, Hagens Berman achieved a settlement offering relief valued at up to \$1.3 billion for the owners of Hyundai and Kia vehicles equipped with Theta II GDI engines, and this newest settlement brings relief to owners of vehicles with Gamma GDI and Nu GDI engines as well as Theta II MPI engines.
- **Hyundai/Kia Theft Defect** — \$200 million settlement
The firm achieved swift relief in this class action stemming from Hyundai and Kia’s failure to equip nearly nine million 2011-2022 models with an immobilizer, a common antitheft device in modern cars which prevents most vehicles from being started unless a code is transmitted from the vehicle’s smart key. The lack of immobilizer in affected vehicles spawned viral “Kia Challenge” TikTok videos demonstrating simple measures “Kia Boys” take to steal affected Hyundai and Kia vehicles using only a common USB charging cord or similar metal object to start the engine, allowing thieves to steal them in less than 90 seconds.

ACTIVITIES

- In April of 2021, the University of Michigan School for Environment and Sustainability (SEAS) launched the Kathy and Steve Berman Western Forest and Fire Initiative with a philanthropic gift from Steve (BS ’76) and his wife, Kathy. The program will improve society’s ability to manage western forests to mitigate the risks of large wildfires, revitalize human communities and adapt to climate change. Steve studied at the School of Natural Resources (now SEAS) and volunteered as a firefighter due to his focus on environmental stewardship. [Read more »](#)
- In 2003, the University of Washington announced the establishment of the Kathy and Steve Berman Environmental Law Clinic. The Berman Environmental Law Clinic draws on UW’s environmental law faculty and extensive cross-campus expertise in fields such as Zoology, Aquatic and Fishery Sciences, Forest Resources, Environmental Health and more. In addition to representing clients in court, the clinic has become a definitive information resource on contemporary environmental law and policy, with special focus on the Pacific Northwest.

RECOGNITION

- 500 Global Plaintiff Lawyers, Lawdragon, 2024
- Lawyer of the Year, Litigation, Securities Litigation, Best Lawyers, 2024
- The Best Lawyers in America, Antitrust Litigation, Best Lawyers, 2024
- The Best Lawyers in America, Securities Litigation, Best Lawyers, 2024
- The Best Lawyers in America, Plaintiffs Mass Tort Litigation/Class Actions, Best Lawyers, 2024
- The Best Lawyers in America, Plaintiffs Product Liability Litigation, Best Lawyers, 2024
- Legal Lion of the Week as part of the litigation team that achieved class certification in [NCAA Student-Athlete Name, Image and Likeness](#), Law360, 2023
- Best Lawyers in America in Litigation, Securities and Product Liability Litigation, Plaintiffs and Other Areas of Note, 2023
- Washington Super Lawyers, 1999-2023
- Titan of the Plaintiffs Bar, Law360, 2018, 2020, 2022
- Leading Commercial Litigators, The Daily Journal, 2022
- Hall of Fame, Lawdragon, 2022
- Plaintiffs' Attorneys Trailblazer, The National Law Journal, 2017, 2022
- Sports & Entertainment Law Trailblazer, The National Law Journal, 2021
- Honoree for Outstanding Antitrust Litigation Achievement in Private Law Practice, American Antitrust Institute, 2021, 2019, 2018
- Class Action MVP of the Year, Law360, 2016-2020
- Elite Trial Lawyers, The National Law Journal, 2014-2016, 2018-2019
- Lawdragon 500 Leading Lawyers in America, Plaintiff Financial Lawyers, 2019-2023
- Lawdragon 500 Leading Lawyers in America, 2014-2019
- State Executive Committee member, The National Trial Lawyers, 2018
- Class Actions (Plaintiff) Law Firm of the Year in California, Global Law Experts, 2017
- Finalist for Trial Lawyer of the Year, Public Justice, 2014
- One of the 100 most influential attorneys in America, The National Law Journal, 2013
- Most powerful lawyer in the state of Washington, The National Law Journal, 2000
- One of the top 10 plaintiffs' firms in the country, The National Law Journal

OTHER NOTABLE CASES

- [VW Emissions Litigation](#) — \$14.7 billion settlement
Steve served as a member of the Plaintiffs Steering Committee representing owners of Volkswagen CleanDiesel vehicles that were installed with emissions-cheating software.

- **Exxon Mobile Oil Spill** — \$700 million settlement
Steve represented clients against Exxon Mobil affected by the 10 million gallons of oil spilled off the coast of Alaska by the Exxon Valdez (multimillion dollar award).
- **McKesson Drug Class Litigation** — \$350 million settlement
Lead counsel in an action that led to a rollback of benchmark prices of hundreds of brand name drugs, and relief for third-party payers and insurers. His discovery of the McKesson scheme led to follow up lawsuits by governmental entities and recovery in total of over \$600 million.
- **Average Wholesale Price Litigation** — \$338 million settlement
Steve served as lead trial counsel, securing trial verdicts against three drug companies that paved the way for settlement.
- **Dynamic Random Access Memory (DRAM) Antitrust Litigation** — \$406 million settlement
Forged a class-action suit against leading DRAM (Dynamic Random Access Memory) manufacturers, claiming the companies secretly agreed to reduce the supply of DRAM in order to artificially raise prices.
- **Stericycle Sterisafe Contract Litigation** — \$295 million settlement
Hagens Berman's team, led by Steve Berman, filed a class-action lawsuit against Stericycle, a massive medical waste disposal company, and achieved a sizable settlement for hundreds of thousands of its small business customers.
- **Hyundai / Kia Fuel Efficiency** — \$255 million settlement
Led the firm's aggressive fight against Hyundai and Kia on behalf of defrauded consumers who alleged the automakers had misrepresented fuel economies in vehicles, securing what was believed to then be the second-largest automotive settlement in history.
- **Bextra/Celebrex Marketing and Products Liability Litigation** — \$89 million settlement
Served as court-appointed member of the Plaintiffs Steering Committee and represented nationwide consumers and third-party payers who paid for Celebrex and Bextra. The firm was praised by the court for its "unstinting" efforts on behalf of the class.
- **McKesson Governmental Entity Class Litigation** — \$82 million settlement
Steve was lead counsel for a nationwide class of local governments that resulted in a settlement for drug price-fixing claims.
- **NCAA/Electronic Arts Name and Likeness** — \$60 million settlement
Represented current and former student-athletes against the NCAA and Electronic Arts concerning illegal use of college football and basketball players' names and likenesses in video games without permission or consent from the players.
- **Dairy Price-Fixing** — \$52 million settlement
This antitrust suit's filing unearthed a massive collusion between the biggest dairy producers in the country, responsible for almost 70 percent of the nation's milk. Not only was the price of milk artificially inflated, but this scheme ultimately also cost 500,000 young cows their lives.
- **State and Governmental Drug Litigation**
Steve served as outside counsel for the state of New York for its Vioxx claims, several states for AWP claims and several states for claims against McKesson. In each representation, Steve recovered far more than the states in the NAAG multi-state settlements.



PRESENTATIONS

- Steve is a frequent public speaker and has been a [guest lecturer at Stanford University](#), University of Washington, University of Michigan and Seattle University Law School.

PERSONAL INSIGHT

Steve was a high school and college soccer player and coach. Now that his daughter's soccer skills exceed his, he is relegated to being a certified soccer referee and spends weekends being yelled at by parents, players and coaches (as opposed to being yelled at by judges during the week). Steve is also an avid cyclist and is heavily involved in working with young riders on the international [Hagens Berman Axeon](#) cycling team.

**PARTNER****Elaine T. Byszewski**

Part of the team that was recognized for Outstanding Antitrust Litigation Achievement by American Antitrust Institute in 2018

elaine@hbsslaw.com

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YEARS OF EXPERIENCE

21

PRACTICE AREAS

[Antitrust Litigation](#)

[Appellate Litigation](#)

[Class Action](#)

[Consumer Rights](#)

[Qui Tam](#)

BAR ADMISSIONS

- California

COURT ADMISSIONS

- Seventh Circuit Court of Appeals
- Ninth Circuit Court of Appeals
- U.S. District Court for the Northern District of California
- U.S. District Court for the Central District of California
- U.S. District Court for the Eastern District of California
- U.S. District Court for the Southern District of California

EDUCATION

**HARVARD
LAW SCHOOL**
Harvard Law School, J.D.,
cum laude, 2002

CURRENT ROLE

- Partner and Management Committee Member, Hagens Berman Sobol Shapiro LLP
- Ms. Byszewski has represented direct and indirect purchasers in complex antitrust and consumer class actions resulting in billions of dollars of settlements, including cases against major protein producers, car manufacturers and drug manufacturers, among others
- Currently, Ms. Byszewski focuses her practice on brief writing for a wide variety of firm cases, including:
 - Antitrust cases involving collusion by major meat processors and other antitrust cases on behalf of indirect and direct purchasers
 - Auto defect cases and other product defect cases on behalf of consumers
 - College refund cases seeking return of tuition paid for promised in-person and on-campus education not received during the pandemic

RECENT SUCCESS

- Drafted petition for en banc review in *Hyundai & Kia Fuel Economy Litig.*, which was granted and resulted in affirmance of the nationwide class action settlement in 2019.
- Litigated *Milk Antitrust* from complaint filing to settlement of \$52 million and received the American Antitrust Institute's 2018 award for *Outstanding Antitrust Litigation Achievement in Private Law Practice*.
- Member of litigation team that settled *Toyota Unintended Acceleration Litigation* for \$1.6 billion and was a finalist for Public Justice's 2014 *Trial Lawyer of the Year* award.

EXPERIENCE

- Prior to joining Hagens Berman, Ms. Byszewski focused her practice on labor and employment litigation and counseling. During law school she worked in the trial division of the office of the Attorney General of Massachusetts.

RECOGNITION

- 500 Global Plaintiff Lawyers, Lawdragon, 2024
- 500 Leading Plaintiff Financial Lawyers, Lawdragon, 2020, 2022-2023

NOTABLE CASES

- [Broiler Chicken Antitrust](#)
- [Pork Antitrust](#)



AWARDS

- Lawdragon 500 Leading Plaintiff Financial Lawyers, 2020, 2022

- *Poultry Processing Wage Fixing Antitrust*
- *Turkey Antitrust*
- *Dairy Cooperatives Antitrust Litigation*
- *Toyota Unintended Acceleration*
- *Hyundai/Kia*
- *Ford Spark Plugs*
- *AstraZeneca Pharmaceuticals (Nexium) Litigation*
- Merck (Vioxx) Litigation
- Berkeley Nutraceuticals (Enzyte) Litigation
- Solvay Pharmaceuticals (Estratest) Litigation
- Costco Wage and Hour Litigation

PUBLICATIONS

- “Valuing Companion Animals in Wrongful Death Cases: A Survey of Current Court and Legislative Action and A Suggestion for Valuing Loss of Companionship,” *Animal Law Review*, 2003, Winner of the Animal Law Review’s 5th Annual Student Writing Competition
- “What’s in the Wine? A History of FDA’s Role,” *Food and Drug Law Journal*, 2002
- “ERISA and RICO: New Tools for HMO Litigators,” *Journal of Law, Medicine & Ethics*, 2000

PERSONAL INSIGHT

Ms. Byszewski enjoys spending time with her husband and their two sons.



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YEARS OF EXPERIENCE

10

PRACTICE AREAS

Class Action

Complex Civil Litigation

Consumer Rights

Mass Torts

BAR ADMISSIONS

- Arizona

COURT ADMISSIONS

- Ninth Circuit Court of Appeals
- U.S. District Court for the District of Arizona
- U.S. District Court for the District of Colorado

EDUCATION

ASU Sandra Day O'Connor
College of Law
Arizona State University

Arizona State University Sandra
Day O'Connor College of Law, J.D.

THE UNIVERSITY
OF ARIZONA
University of Arizona, B.A.,
Journalism & English Literature

PARTNER

Rachel E. Fitzpatrick

Ms. Fitzpatrick was a member of the trial team responsible for a \$5.25 million dollar jury verdict on behalf of an Ohio plaintiff who was badly burned while trying to rescue her paraplegic son.

CURRENT ROLE

- Of Counsel, Hagens Berman Sobol Shapiro LLP
- Practice focuses on complex civil litigation and nationwide class actions, including consumer fraud and mass tort
- Ms. Fitzpatrick worked on behalf of student-athlete plaintiffs in the highly publicized cases *Keller v. Electronic Arts* and *In re NCAA Student-Athlete Name and Likeness Licensing Litigation*. The cases allege that video game manufacturer Electronic Arts, the National Collegiate Athletic Association and the Collegiate Licensing Company violated state right of publicity laws and the NCAA's contractual agreements with student-athletes by using the names, images and likenesses of the student athletes in EA's NCAA-themed football and basketball video games.

RECENT CASES

- In March 2012, Ms. Fitzpatrick was a member of the trial team responsible for a \$5.25 million dollar jury verdict on behalf of an Ohio plaintiff who was badly burned while trying to rescue her paraplegic son from his burning home. The verdict is believed to be the largest in Columbiana County, Ohio history.

NOTABLE CASES

- *Keller v. Electronic Arts Inc.*, U.S. Court of Appeals, Ninth Circuit, Case No. 10-15387
- *In re NCAA Student-Athlete Name and Likeness Licensing Litigation*, U.S. District Court, ND Cal., Case No. 3:09-CV-01967-CW
- *Antonick v. Electronic Arts Inc.*, U.S. District Court, ND Cal., Case No. 3:11-CV-01543-CRB

PERSONAL INSIGHT

Ms. Fitzpatrick spent three years as a professional NFL cheerleader for the Arizona Cardinals and traveled with the squad to Iraq, Kuwait and the United Arab Emirates to perform for troops stationed overseas.

**PARTNER****Catherine Y.N. Gannon**

Ms. Gannon has applied her expertise in antitrust, securities and consumer protection law to recover tens of millions of dollars on behalf of consumers across the country.

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YEARS OF EXPERIENCE

13

PRACTICE AREAS

[Antitrust Litigation](#)

[Class Action](#)

[Consumer Rights](#)

[Securities](#)

BAR ADMISSIONS

- Washington
- New York
- Ontario (Canada)

COURT ADMISSIONS

- Eleventh Circuit Court of Appeals
- U.S. District Court for the Eastern District of New York
- U.S. District Court for the Southern District of New York
- U.S. District Court for the Western District of Washington
- Law Society of Upper Canada (Ontario)

EDUCATION

York University, Osgoode Hall Law School, J.D., 2008, Senior Editor, *Osgoode Hall Law Journal*

CURRENT ROLE

- Partner, Hagens Berman Sobol Shapiro LLP
- Lead partner for associate training and development at Hagens Berman
- Practice focuses on securities and antitrust matters, as well as nationwide consumer protection cases involving large corporations
- Extensive experience working with expert witnesses, often in economic and other highly technical areas

EXPERIENCE

- Litigation Associate at Am Law 10 Law Firm, New York, New York
- Articling Student at “Seven Sister” Law Firm, Toronto, Canada

LEGAL ACTIVITIES

- Former President, Board of Directors, Eastside Legal Assistance Program (ELAP)
- Supervising attorney in Hagens Berman partnership with Seattle’s Sexual Violence Law Center
- Member, Mother Attorneys Mentoring Association of Seattle (“MAMAs”)
- Graduate, Ladder Down, a year-long business development and leadership training program for female leaders in law

RECOGNITION

- The Best Lawyers in America, Consumer Protection Law, Best Lawyers, 2024
- The Best Lawyers in America, Plaintiffs Mass Tort Litigation/Class Actions, Best Lawyers, 2024
- Rising Star, Washington Super Lawyers, 2016-2023
- National Trial Lawyers Top 40 Under 40 in Washington State, Civil Plaintiff, 2022

NOTABLE CASES

- *Zillow Group, Inc. (NASDAQ: Z, SG)*
- *C3.ai, Inc. (NYSE: AI)*
- *Volkswagen/Audi/Porsche Diesel Emissions Scandal*
- *Aequitas Capital Management Securities Litigation*
- *Insulin Overpricing*



Carleton University, B.A., Public
Affairs and Policy Management,
summa cum laude, 2005

AWARDS



- *In re MyFord Touch Consumer Litigation*
- *NCAA Grant-In-Aid Cap Antitrust Litigation*

PUBLICATIONS

- Co-author, the American Bar Association's "A Practitioner's Guide to Class Action — Vermont Chapter", 2021
- Co-author, the American Bar Association's "A Practitioner's Guide to Class Actions — Vermont Chapter," 2017
- "Designing a New Playbook for the New Paradigm: Global Securities Litigation and Regulation," Harvard Law School Forum on Corporate Governance and Financial Regulation, 2011
- "Legal Vulnerability of Bioethicists in Canada: Is a New Era Upon Us?" *30 Health Law in Canada* 132, 2010
- Co-author, "The Threat of the Oppression Remedy to Reorganizing Insolvent Corporations," *Annual Review of Insolvency Law* 429 2009

PERSONAL INSIGHT

Ms. Gannon is fluent in French and active within the pro bono community, having recently served as Board President of the Eastside Legal Assistance Program. Outside of work, Ms. Gannon enjoys hiking with her family and honing her nascent hockey skills on the ice.

**PARTNER****Sean R. Matt**

Leads the firm's innovation in organizing and prosecuting individual class cases across many states involving the same defendants and similar factual and legal issues, an approach that continues to be a key factor in the firm's success.

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YEARS OF EXPERIENCE

31

PRACTICE AREAS

Antitrust Litigation
Class Action
Consumer Rights
Emissions Litigation
Insurance
Investor Fraud
Products Liability
Securities

INDUSTRY EXPERIENCE

- Complex Financial Instruments
- Investments
- Pharmaceuticals
- Automotive

COURT ADMISSIONS

- Ninth Circuit Court of Appeals
- U.S. District Court for the District of Colorado
- U.S. District Court for the Western District of Washington
- Supreme Court of Washington

EDUCATION

University of Oregon School of Law, J.D., Order of the Coif (top 10%), 1992, Associate Editor of the Law Review

CURRENT ROLE

- Partner & Management Committee Member, Hagens Berman Sobol Shapiro LLP
- Practice focuses on multi-state and nationwide class actions and complex commercial litigation encompassing securities and finance, consumer, antitrust, insurance and products
- Diverse experience in most of the firm's practice areas, involving appearances in state and federal courts across the country at both the trial and appellate levels
- Key member of the firm's automobile defect litigation team
- Key member of the firm's securities litigation team, co-leading the prosecution and settlement of the *In re Charles Schwab Corp. Securities Litigation*, the *In re Oppenheimer Champion Income Fund Securities Class Actions* and the *Oppenheimer Core Bond Fund Class Action Litigation*
- Key member of the firm's pharmaceutical litigation team that confronts unfair and deceptive pricing and marketing practices in the drug and dietary supplement industries including *Average Wholesale Price Litigation*, the *First Databank/McKesson Pricing Fraud Litigation* and the *Enzyte Litigation*

RECOGNITION

- 500 Leading Lawyers in America, Plaintiff Consumer Lawyers, Lawdragon, 2024
- The Best Lawyers in America, Plaintiffs Product Liability Litigation, Best Lawyers, 2024
- 500 Leading Lawyers in America, Plaintiff Financial Lawyers, Lawdragon, 2020, 2023
- Nominated as part of the team in *In re Toyota Motor Corp. Sudden, Unintended Acceleration* for Trial Lawyer of the Year Award, Public Justice, 2014

NOTABLE CASES

- *Mercedes Emissions*, \$763 settlement
- *In re Charles Schwab Corp. Securities Litigation*, \$235 million settlement
- *In re Oppenheimer Champion Income Fund Securities Fraud Class Actions*, \$52.5 million proposed settlement
- *Oppenheimer Core Bond Fund Class Action Litigation*, \$47.5 million settlement
- *Morrison Knudsen and Costco Wholesale Corp. Securities Litigation*



INDIANA UNIVERSITY

Indiana University, B.S., Finance,
Highest Distinction, 1988



Boston University, Term at
Imperial College London

- *In re Pharmaceutical Industry Average Wholesale Price Litigation*, \$338 million settlement
- *In re Toyota Motor Corp. Unintended Acceleration Marketing*, Sales Practices, and Products Liability Litigation
- *In re Checking Account Overdraft* cases pending against many of the country's largest banks
- *Washington State Ferry Litigation*, which resulted in one of the most favorable settlements in class litigation in the history of the state of Washington
- *Microsoft Consumer Antitrust* cases
- *State Attorneys General Tobacco Litigation*, assisted with client liaison responsibilities, working closely with assistant attorneys general in Oregon, Ohio, Arizona, Alaska and New York, as well as assisting in all litigation matters

PUBLICATIONS

- "Providing a Model Responsive to the Needs of Small Businesses at Formation: A Focus on Ex Ante Flexibility and Predictability," 71 Oregon Law Review 631, 1992

PERSONAL INSIGHT

Sean, whose four-man team won cycling's prestigious Race Across America with a time of six days and three hours, still occasionally rides a bike.



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YEARS OF EXPERIENCE

20

PRACTICE AREAS

Civil & Human Rights
Antitrust Litigation
Automotive Litigation
Class Action
Racketeering

BAR ADMISSIONS

- District of Columbia
- New York
- Washington

CLERKSHIPS

- The Honorable Louis F. Oberdorfer, U.S. District Court for D.C.
- U.S. Senate Judiciary Committee, Senator Leahy, Washington, D.C.

EDUCATION

Berkeley Law

University of California, Berkeley
School of Law, J.D., top 15% of
graduating class, 2002

PARTNER

Jerrod C. Patterson

Mr. Patterson served as a federal prosecutor for more than nine years, prosecuting tax cases, fraud and other financial crimes. He has extensive experience trying complex cases to verdict.

CURRENT ROLE

- Partner, Hagens Berman Sobol Shapiro LLP
- Practice focuses on antitrust and other fraud and RICO cases, including *Generic Pharmaceuticals Pricing Antitrust*, *Dodge RAM 2500 and 3500 Emissions*, and *Ford/GM/FCA CP4 Injection Pump Defect*
- Extensive experience in handling complex multidistrict cases
- Mr. Patterson brings to the firm extensive trial experience and a history of prosecuting complex fraud cases, including tax fraud, bank fraud, wire fraud, money laundering and prescription fraud

EXPERIENCE

- Prior to joining Hagens Berman, Mr. Patterson served as an Assistant United States Attorney at the U.S. Attorney's Office in Seattle, WA.
 - Prosecuted complex fraud cases, including tax fraud, bank fraud, wire fraud, money laundering, and prescription fraud
 - Served as Project Safe Childhood Coordinator; led efforts to investigate and prosecute child pornography and child exploitation cases
 - Led prosecution of large-scale drug trafficking organizations, including cartels and street gangs, to interdict drug smuggling and investigate money laundering
- Trial Attorney, U.S. Department of Justice Washington, D.C., Tax Division, Northern Criminal Enforcement Section
 - Co-chaired prosecution of two defendants, in separate trials, for scheme to defraud the Cleveland Catholic Diocese
- Special Assistant U.S. Attorney, U.S. Attorney's Office for D.C. Nov. 2006 – May 2007
 - Prosecuted 22 bench trials in Sex Offense/Domestic Violence Section
- Associate, Wilmer Cutler Pickering (WilmerHale)

RECOGNITION

- Outstanding Performance as a Special Assistant U.S. Attorney, U.S. Attorney General, 2010
- Outstanding Tax Division Attorney, Assistant Attorney General, 2009
- Outstanding Tax Division Attorney, Assistant Attorney General, 2008

JOHNS HOPKINS
SCHOOL of ADVANCED
INTERNATIONAL STUDIES

Johns Hopkins University, School of Advanced International Studies, M.A., International Economics and International Relations, Graduated *with distinction* (top 10%), 1997

 **BROWN UNIVERSITY**

Brown University A.B., International Relations, magna cum laude, 1995

- Best Financial Investigation in the Nation, Organized Crime and Drug Enforcement Task Force, 2012

NOTABLE CASES

- CP4 High-Pressure Fuel Pump Litigation, A series of class action cases against GM, Ford, FCA and Nissan for their use of a defective high pressure fuel pump that generates metallic shavings and can lead to catastrophic failure of the engine
- *In re Animation Workers Antitrust Litig.*, 14-cv-4062 LHK (N.D. Cal.): Class-action antitrust case against major animation studios for conspiring to fix wages of their animators. The parties settled the case for \$169 million
- *In re Generic Pharmaceuticals Pricing Antitrust Litig.* (E.D. Pa.): Class-action antitrust case against over two dozen generic pharmaceutical manufacturers for conspiring to fix the price of generic drugs
- *In re Lithium Ion Batteries Antitrust Litig.*, 12-cv-5129 YGR (N.D. Cal.): Class-action antitrust case against large battery producers for conspiring to fix prices. The parties settled the case for a total of \$113 million
- As a federal prosecutor, led or co-chaired 11 federal jury trials, and 22 bench trials

PERSONAL INSIGHT

Although not a Washington state native, Mr. Patterson has quickly adopted Seattle as his hometown. In his spare time, he and his family enjoy the local wineries, lakes and hiking trails.



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YEARS OF EXPERIENCE

11

PRACTICE AREAS

[Automotive Litigation](#)
[Civil & Human Rights](#)
[Class Action](#)
[Consumer Rights](#)
[Intellectual Property](#)

BAR ADMISSIONS

- California

COURT ADMISSIONS

- Ninth Circuit Court of Appeals
- U.S. District Court for the Northern District of California
- U.S. District Court for the Eastern District of California
- U.S. District Court for the Central District of California
- U.S. District Court for the Southern District of California
- U.S. District Court for the Eastern District of Michigan

EDUCATION



Loyola Law School, Los Angeles,
J.D., 2011, Note and Comment
Editor, Loyola of Los Angeles
Entertainment Law Review

PARTNER

Christopher R. Pitoun

Christopher R. Pitoun has focused on consumer litigation since graduating from law school and has gained broad experience representing individuals, municipalities and small businesses in all forms of complex litigation.

CURRENT ROLE

- Partner, Hagens Berman Sobol Shapiro LLP
- Practice focuses on class actions and other complex litigation

RECENT SUCCESS

- *Fiat Chrysler (FCA) Low Oil Pressure Shut Off*, No. 2:20-cv-11054-JEL-APP (E.D. Mich.), part of team that secured settlement valued at \$108,000,000 in cash and warranty benefits on behalf of nationwide class of car owners against manufacturer
- *BofA Countrywide Appraisal RICO*, No. 2:16-cv-04166 (C.D. Cal.), part of team that secured \$250,000,000 settlement on behalf of nationwide class of borrowers against appraiser
- *Sake House Restaurants Racial Discrimination Litigation*, Case No. BC7087544 (Cal.Super.), certified for settlement purposes first of its kind hostile work environment class of Hispanic/Latino restaurant workers against employer
- *USC, Dr. Tyndall Sexual Harassment*, No. 2:18-cv-04258-SVW-GJS (C.D. Cal.), part of team that secured \$215,000,000 settlement on behalf of class of sexual assault survivors against university and OB-GYN

EXPERIENCE

- Prior to joining Hagens Berman, Chris worked as an associate at a large plaintiff's firm gaining extensive experience representing plaintiffs in business litigation involving copyright and trademark disputes, breach of contract claims and breach of fiduciary duty claims. He also worked on a number of nationwide class actions involving products liability matters in the pharmaceutical and construction industries.
- While in law school, Mr. Pitoun externed for the Office of the Attorney General of California's Business and Tax Division where he worked on tax appeals on behalf of the Franchise Tax Board. Mr. Pitoun also served as an editor on the Loyola of Los Angeles Entertainment Law Review.

LEGAL ACTIVITIES

- Federal Bar Association
- American Association for Justice (AAJ)
- Consumer Attorneys of California (CAOC)



University of Chicago, M.A., 2005



University of Michigan, B.A., with High Honors, 2004



London School of Economics, General Course, 2003

AWARDS



RECOGNITION

- 500 Leading Plaintiff Consumer Lawyers, Lawdragon, 2024
- Rising Star, Super Lawyers, 2021-2023

NOTABLE CASES

- *CVS Generic Drug RICO Litigation*
- *Fiat Chrysler Low Oil Pressure Shut Off*
- *Fiat Chrysler Gear Shifter Rollaway*
- *Gilead HIV TDF Tenofovir Mass Tort*
- *Mattel/Fisher Price Rock 'N Play Wrongful Death Cases*

LANGUAGES

- French

PERSONAL INSIGHT

Prior to attending law school, Chris taught English and French to high school students in China. Chris later decided to become a lawyer while marketing the film "Michael Clayton." In his spare time, Chris works as a volunteer for the American Friends of the Israel Museum, a non-profit which helps raise funds for the Israel Museum in Jerusalem.



PARTNER

Garth Wojtanowicz

Named a “Rising Star” by Super Lawyers Magazine in 2006, 2007, 2010

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YEARS OF EXPERIENCE

21

PRACTICE AREAS

- Class Action
- Consumer Rights
- Investor Fraud
- Securities
- Unfair Competition

BAR ADMISSIONS

- Washington
- California

EDUCATION

SCHOOL OF LAW

UNIVERSITY of WASHINGTON
University of Washington School
of Law, J.D., 2000

UNIVERSITY of
WASHINGTON

University of Washington, B.A.,
English, 1997

AWARDS



CURRENT ROLE

- Partner, Hagens Berman Sobol Shapiro LLP
- Practice focuses on consumer protection cases
- Currently working on the Hagens Berman team pursuing a nationwide class action against medical waste disposal company [Stericycle, Inc.](#), challenging that company’s hundreds of millions of dollars in over-charges to doctors’ offices, dentist offices, hospitals and similar businesses
- Also working on cases against Fresenius Medical Care, N.A. and DaVita, Inc., the first and second largest dialysis companies in the United States, relating to those companies’ use of GranuFlo

EXPERIENCE

- Member, Cornerstone Law Group, PLLC
- Associate, Danielson Harrigan Leyh & Tollefson, LLP
- Assistant City Attorney, Seattle City Attorney’s Office, Civil Division

RECOGNITION

- Rising Star, Super Lawyers Magazine, 2006, 2007, 2010

NOTABLE CASES

- *In re Stericycle, Inc., Steri-Safe Contract Litigation*: ongoing litigation resulting in a February 2017 order certifying a nationwide class for breach of contract and consumer fraud with damages estimated between \$600 million and \$1 billion
- *Toyota Sudden, Unintended Acceleration (SUA)* class-action lawsuit on behalf of Toyota owners and lessees, which resulted in an historic settlement recovery valued at \$1.6 billion

PERSONAL INSIGHT

Mr. Wojtanowicz volunteers his time as a non-profit director for Girls Giving Back and Blossoming Hill Montessori School, and volunteers with the American Immigration Representation Project. In the past, he volunteered with Northwest Immigrant Rights Project.



OF COUNSEL

Shelby R. Smith

Shelby has dedicated her career to serving vulnerable victims of violent crimes.

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YEARS OF EXPERIENCE

20

PRACTICE AREAS

[Civil & Human Rights](#)

[Class Action](#)

[Consumer Rights](#)

[Daycare/School Negligence](#)

[Nursing Home/Adult Family](#)

[Home Negligence](#)

[Personal Injury](#)

[Privacy Rights](#)

[Social Work Negligence](#)

[Sports Litigation](#)

BAR ADMISSIONS

- Washington

COURT ADMISSIONS

- U.S. District Court for the Western District of Washington
- U.S. District Court for the Eastern District of Michigan
- Supreme Court of Washington

EDUCATION



SEATTLE UNIVERSITY
SCHOOL OF LAW

Seattle University, J.D., 2000,
Member, Public Interest Law Society

CURRENT ROLE

- Of Counsel, Hagens Berman Sobol Shapiro LLP
- Prosecutes personal injury cases and class-action cases on behalf of consumers
- Currently represents victims against The Weinstein Company, Harvey Weinstein and related companies for racketeering and sexual assault
- Currently represents current and former students of the University of Southern California in a class-action lawsuit against the university and Dr. George Tyndall for his alleged decades-long sexual abuse of patients
- Continues to represent victims of domestic violence and sexual assault to obtain protection orders so that their abusers cannot have any contact with them
- Also represents crime victims who wish to keep their counseling records private during criminal proceedings

EXPERIENCE

- Litigation associate, Williams Kastner, where she planned and executed a civil caseload involving defense of physicians, hospitals, dentists and other healthcare providers. While at Williams Kastner, Ms. Smith developed successful litigation strategies, handled case discoveries, secured depositions, managed trial preparation, drafted and argued legal motions, and conducted voir dire and jury trials.
- Prior to working at Hagens Berman, Ms. Smith worked for 10 years at the King County Prosecuting Attorney’s Office, working on cases in a diverse set of areas, including the sexual assault, violent crime, district court, domestic violence, felony filing and special drug units. During her 10 years as a prosecutor, Ms. Smith tried over 100 felony jury trials. She spent five years in the Domestic Violence Unit and Special Assault Unit where she handled hundreds of cases involving physical and sexual abuse of children and adults.

LEGAL ACTIVITIES

- Consistent commitment to pro bono work and services for victims of domestic violence and sexual assault.

NOTABLE CASES

- [Volkswagen Emissions Defect Litigation](#)
- [Mercedes BlueTEC Emissions Litigation](#)
- [GM Ignition Switch Recall](#)
- [Corvette Overheating](#)

UNIVERSITY *of*
WASHINGTON

University of Washington, B.A.,
Sociology, cum laude, 1996

- [Harvey Weinstein Sexual Harassment RICO](#)
- [USC and Dr. George Tyndall Sexual Abuse](#)

PERSONAL INSIGHT

Shelby Smith was born and raised in Seattle, and graduated from Garfield High School—which also boasts Quincy Jones and Jimi Hendrix as alums. She has a passion for live music and fashion, and has never met a sport she did not enjoy competing in: while raising her three children and practicing law, Shelby plays on competitive indoor and outdoor soccer teams, and runs at least one marathon and two half-marathons every year.



ASSOCIATE

Nathan Emmons

Nathan is dedicated to advocating for his clients in class actions and other complex litigation against powerful corporations.

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BAR ADMISSIONS

- Illinois
- Missouri

COURT ADMISSIONS

- U.S. District Court for the Southern District of Illinois
- U.S. District Court for the Eastern District of Missouri
- U.S. District Court for the Western District of Missouri

CLERKSHIPS

- Judge Sarah E. Pitlyk, U.S. District Court for the Eastern District of Missouri, 2020

EDUCATION



University of Pennsylvania Law School, J.D., 2017



University of Pennsylvania, B.A., 2013, summa cum laude

CURRENT ROLE

- Associate, Hagens Berman Sobol Shapiro LLP

EXPERIENCE

- Prior to Hagens Berman, Nathan worked as an associate at another plaintiff-side firm focusing on prosecuting class actions and other complex litigation in district and appellate courts, including ERISA and other fiduciary breaches, biometric privacy and False Claims Act violations.
- As a law clerk to the Honorable Sarah E. Pitlyk in the U.S. District Court for the Eastern District of Missouri, Nathan drafted memoranda and orders in various actions related to business contract disputes, anti-trust, intellectual property, insurance, employment, civil rights and class actions.

PRO BONO

- Nathan has secured criminal expungements on behalf of clients seeking new employment, professional certifications, and the removal of the stigma associated with a criminal conviction.

ACTIVITIES

- From 2019 to 2021, Nathan was the Board President of The SoulFisher Ministries, a non-profit organization that responds to the needs of youth with incarcerated parents and promotes restorative justice for currently and formerly incarcerated women.

LANGUAGES

- Spanish
- German

PERSONAL INSIGHT

Outside of his law practice, Nathan enjoys traveling, exercise, board games and rooting for the St. Louis Cardinals.



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PRACTICE AREAS

Civil & Human Rights
Environmental Litigation

BAR ADMISSIONS

- Connecticut
- California

CLERKSHIPS

- Judge Darian Pavli, European Court of Human Rights, 2020-2021
- Judge Hellen Keller, European Court of Human Rights, 2020

EDUCATION

Yale Law School
Yale Law School, J.D., 2020



The University of Chicago, B.A.,
Sociology and Public Policy, 2014

LANGUAGES

- French
- Pulaar
- Spanish (intermediate)
- Wolof (beginner)
- Mandarin Chinese (beginner)

ASSOCIATE

Abigail D. Pershing

Abigail is committed to advancing human and civil rights, both in the U.S. and abroad.

CURRENT ROLE

- Associate, Hagens Berman Sobol Shapiro LLP

EXPERIENCE

- Prior to joining Hagens Berman, Abigail clerked at the European Court of Human Rights in Strasbourg, France and served as a fellow in the court's Research Division.
- During law school, Abigail worked as a summer associate with Accountability Counsel, Blue Ocean Law, Médecins Sans Frontières and the Mississippi Center for Justice. She was a student director for the Lowenstein International Human Rights Clinic and for the HAVEN Medical-Legal Partnership. She was also an editor for the Yale Law Journal.
- Before law school, Abigail served with the Peace Corps in Kolda, Senegal, as a health volunteer. Her primary focus was reducing malaria mortality rates.

PUBLICATIONS

- Zachary D. Liscow & Abigail D. Pershing, "Why Is So Much Redistribution In-Kind and Not in Cash? Evidence from a Survey Experiment," *Nat'l Tax J.*, forthcoming
- Hellen Keller & Abigail D. Pershing, "Climate Change in Court: Overcoming Procedural Hurdles in Transboundary Environmental Cases," *Eur. Convention on Human Rights L. Rev.*, forthcoming
- Zachary Liscow & Abigail Pershing, "A New Way to Increase Economic Opportunity for More Americans", *The Hill*, Jan. 21, 2021
- Abigail D. Pershing, "Interpreting the Outer Space Treaty's Non-Appropriation Principle: Customary International Law from 1967 to Today," *44 Yale J. Int'l L.* 149, 2019
- Abigail D. Pershing, "Empty Schoolyards: The Impact of Elementary School Closures on Chicago Communities," *1 Chi. J. Soc.* 99, 2014

PRESENTATIONS

- Abigail D. Pershing, "Increasing Malaria Detection with Community Health Workers: A Case Study from Southern Senegal," Global Health and Innovation Conference at Yale University, Apr. 15, 2018.

PERSONAL INSIGHT

Abigail enjoys traveling, bike trips, playing the piano and meeting new people. Once or twice a year, she attempts to bake fancy cakes that are way beyond her pastry-making skill level.

EXHIBIT D



Goldenberg Schneider, LPA

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GOLDENBERG SCHNEIDER, L.P.A. was founded in 1996 and focuses on prosecuting actions primarily on behalf of plaintiffs in complex civil litigation and class actions. The subject matter of the Firm's past and current representations is broad, ranging from consumer protection, defective products, privacy protection and data breach, to employment and labor cases including ERISA and FLSA, to antitrust and insurance actions. The firm's attorneys are experienced in every level of the state and federal judicial systems in Ohio and the country.

The Firm has demonstrated its capability to successfully represent governmental entities, corporations, and individuals in the most complex types of litigation. Class actions in which one or more of the Firm's attorneys currently serves or served as class counsel include the following:

- *In re Kia Hyundai Vehicle Theft Marketing, Sales Practices, and Products Liability Litigation*- Jeff Goldenberg was appointed by Judge James V. Selna of the Central District of California to serve on the Fact Discovery Committee to prosecute class claims concerning allegations that Defendants knowingly sold more than nine million Hyundai and Kia Class Vehicles that contain a series of design flaws that allow thieves to steal them in less than ninety seconds. The case recently settled for a non-reversionary common fund of up to \$145,000,000, but no less than \$80,000,000. The Final Approval Hearing is scheduled for July 15, 2024.
- *In re East Palestine Train Derailment* - Jeff Goldenberg was appointed by Judge Benita Pearson of the Northern District of Ohio to serve on Plaintiffs' Executive Committee to prosecute class claims relating to the February 3, 2023 derailment of a Norfolk Southern train in Northern Ohio. The case recently settled for \$600 million, which makes it the largest railroad settlement in United States history. Plaintiffs moved for preliminary approval of the settlement on April 26, 2024.
- *In re Move-It Customer Data Security Breach Litigation* – Jeff Goldenberg was appointed by Judge Allison D. Burroughs of the District of Massachusetts to serve on the Plaintiff Vetting and Discovery Committee. The multidistrict litigation involves hundreds

of class actions from around the country regarding a massive data breach conducted by a Russian cybergang. The group exploited a vulnerability in the file transfer software MOVEit that impacted more than 2,500 organizations and more than 67 million individuals worldwide.

- *State of Ohio Tobacco Medicaid Recoupment Litigation* –Jeff Goldenberg served as special counsel to the Ohio Attorney General in prosecuting Ohio’s Medicaid recoupment action against the tobacco industry. The tobacco Medicaid recoupment litigation settled in 1999, resulting in a recovery to the State of Ohio of more than \$9.86 billion. Setting aside the substantial, if not immeasurable non-economic components of the settlement, which curb youth smoking and addiction, the settlement’s financial proceeds are a multiple of twelve times larger than the prior largest Ohio-based settlement.
- *Ulyana Lynevykh v. Mercedes-Benz USA, LLC* – Goldenberg Schneider along with Hagens Berman Sobol Shapiro initiated this lawsuit against Mercedes and Bosch alleging that these defendants knowingly programmed Mercedes’ Clean Diesel BlueTEC vehicles to emit illegal and dangerous levels of nitrogen oxide (NOx) in virtually all real-world driving conditions and equipped the vehicles with a “defeat device.” Mr. Goldenberg served on the Executive Committee. Goldenberg Schneider and its co-counsel initiated this litigation nearly six months before the U.S. EPA and the California Air Resources Board began their investigation and eventual enforcement actions. A nationwide settlement with Defendants valued at over \$750 million for the benefit of defrauded consumers was granted final approval in July, 2021.
- *Acura RDX Infotainment System Litigation* - Goldenberg Schneider filed a nationwide class action alleging that Honda knowingly sold its 2019 and 2020 Acura RDX vehicles with defective infotainment systems. The infotainment systems in these vehicles behave erratically, malfunctioning, freezing, and creating a safety hazard and distraction. The court denied in large part Defendant’s motion to dismiss. Following substantial discovery, the Court certified a class of California purchasers of these vehicles. Goldenberg Schneider and co-counsel Hagens Berman Sobol Shapiro negotiated a nationwide class settlement that received final approval on December 20, 2021.
- *In Re: Ford Motor Co. Spark Plug and 3-Valve Engine Products Liability Litigation* – Goldenberg Schneider served as co-lead counsel for a national class comprised of

approximately 4 million Ford vehicle owners who purchased or leased vehicles containing a 5.4 liter 3-valve engine equipped with defective spark plugs and related engine defects. On January 26, 2016, after Plaintiffs had defeated Ford's motion for summary judgment, Judge Benita Pearson of the Northern District of Ohio granted final approval of a nationwide settlement that provided reimbursement to class members for expenses related to spark plug replacement.

- *Daffin v. Ford Motor Company* – Goldenberg Schneider and its co-counsel successfully certified an Ohio statewide class on behalf of all Ohio purchasers or lessors of 1999 and 2000 model year Mercury Villager Minivans. The Sixth Circuit upheld the class certification, and the case was resolved through a settlement. The Sixth Circuit decision was one of the first to recognize diminished value as a viable damage model.
- *Meyer v. Nissan North America* – Goldenberg Schneider served as co-lead counsel on behalf of thousands of Nissan Quest minivan owners throughout the United States. The suit alleged that the Quest minivan developed dangerous levels of carbon deposits in the accelerator system causing the gas pedal to stick, resulting in a roadway safety hazard including documented accidents and injuries. The case was resolved by a nationwide settlement that included the application of the vehicle warranty to remedy the problem as well as a refund of prior repair costs.
- *Lesley Conti and Tom Conti v. American Honda Motor Co., Inc.*, - Goldenberg Schneider filed a nationwide class action alleging that Honda knowingly sold its 2018-2019 Honda Odyssey, 2019-2020 Honda Passport, and 2019-2020 Honda Pilot vehicles with defective infotainment systems. The infotainment systems in these vehicles behave erratically, malfunctioning, freezing, and creating a safety hazard and distraction. The defect can cause safety-related systems (including backup camera functions) to fail. The court denied in large part Defendant's motion to dismiss. Goldenberg Schneider and co-counsel Hagens Berman Sobol Shapiro negotiated a nationwide class settlement which received final approval on January 4, 2022.
- *In re Midwestern Pet Foods Marketing, Sales Practices and Product Liability Litigation* – Goldenberg Schneider served as Co-Lead Counsel in a nationwide class action that alleged the defendant sold dog and cat food containing dangerous levels of Aflatoxin and Salmonella, which caused injury and death in pets. On August 21, 2023, Judge Matthew

P. Brookman of the U.S. District Court for the Southern District of Indiana granted final approval to a \$6,375,000 settlement.

- *City of Cincinnati Pension Litigation* – Goldenberg Schneider and its co-counsel, with the assistance of U.S. District Court Judge Michael Barrett, successfully resolved a series of cases relating to the City of Cincinnati Retirement System, known as the CRS. Judge Barrett granted final approval of the historic and landmark Settlement Agreement on October 5, 2015. The settlement comprehensively reforms the CRS, establishes a consistent level of City funding, and reinstates several key benefit provisions that were eliminated in 2011 changes for employees who were vested in the plan at that time. The settlement benefits for the Current Employees Class members, for whom Goldenberg Schneider was approved as Class Counsel, are valued at approximately \$50 million.
- *Bower v. MetLife* – Goldenberg Schneider served as co-lead class counsel on behalf of a nationwide class of beneficiaries of the Federal Employees Group Life Insurance (FEGLI) Policy, the world’s largest group life insurance program. Following the Court’s Order certifying the nationwide Class, the case was settled in 2012 for \$11,500,000.
- *In Re: OSB Antitrust Litigation* – Goldenberg Schneider served on the trial team in a case that alleged illegal collusion and cooperation among the oriented strand board industry. The case was resolved through a series of settlements that collectively exceeded \$120,000,000.
- *Midwestern Pet Foods Contamination Litigation* – Goldenberg Schneider filed the first nationwide class action lawsuit against Midwestern Pet Foods, Inc. and Nunn Milling Company, alleging that they manufactured and sold pet foods containing dangerous levels of Aflatoxin, a toxin produced by the mold *Aspergillus flavus*. At high levels, aflatoxin can cause illness and death in pets. Goldenberg Schneider serves as co-lead counsel. After more than eight months of hard-fought negotiations, the defendants agreed to create a \$6.375 million settlement fund to compensate purchasers of the recalled pet food products for pet injuries and economic damages.
- *Deloitte Consulting Pandemic Unemployment Assistance Data Breach Litigation* – Goldenberg Schneider served as Lead Counsel representing Plaintiffs and the class of several hundred thousand Covid-19 Pandemic Unemployment Assistance (“PUA”) applicants from Ohio, Colorado, and Illinois whose sensitive personal information was

made available to third parties without their authorization. Plaintiffs alleged that Deloitte Consulting designed, operated, and maintained the PUA systems which resulted in the unauthorized exposure. The case was litigated in federal district court for the Southern District of New York before Judge Lewis J. Liman and settled for \$4,950,000. Final approval of the settlement was granted on April 7, 2022.

- *In Re: Veterans' Administration Data Theft Litigation* – Goldenberg Schneider served as co-lead counsel for a nationwide class of approximately 20 million veterans and then current members of the military who were impacted by the August 2006 theft of personal data. Multiple actions were consolidated by the Panel on Multidistrict Litigation and sent to the Federal District Court in the District of Columbia. Goldenberg Schneider successfully resolved this action with a \$20,000,000 settlement.
- *In re: Google Inc. Street View Electronic Communications Litigation* - In 2010, Goldenberg Schneider and co-counsel filed the first nationwide class action lawsuit against Google for violating the Federal Wiretap Act. The complaint alleged that Google routinely used Google Street View vehicles equipped with special hardware and software “snoopers” and “sniffers” to illegally intercept and record wireless electronic communications. In 2011, the Court denied Google’s motion to dismiss the federal wiretapping claim, ruling that plaintiffs stated a viable claim and that none of the statutory exemptions apply to Google’s actions. Google appealed to the Ninth Circuit which affirmed the denial. The litigation settled for \$13 million.
- *Navy Federal Credit Union TCPA Litigation* – Goldenberg Schneider served as co-lead counsel in this nationwide class action alleging that Navy Federal Credit Union violated the Telephone Consumer Protection Act by repeatedly texting non-customers without authorization. Goldenberg Schneider successfully resolved this litigation through the creation of a \$9,250,000 common fund for the benefit of the class. Judge Leonie M. Brinkema of the Federal Court located in the Eastern District of Virginia granted final approval to the settlement on October 20, 2020.
- *In Re: Southern Ohio Health Systems Data Breach Litigation*- Goldenberg Schneider served as co-lead counsel for a class of approximately 400,000 patients whose personal information was stolen during a criminal hacking and ransomware attack that targeted a law firm with whom Defendants entrusted their patients’ sensitive information. Final

approval was granted to the \$1,950,000 common fund settlement on November 30, 2022.

- *Estep v. J. Kenneth Blackwell, Ohio Secretary of State* – Goldenberg Schneider served as co-lead counsel on this class action against former Ohio Secretary of State, Ken Blackwell, based upon a violation of privacy rights when personal information was unlawfully disclosed in public records accessible through the Secretary’s website. The settlement required the Secretary of State to dramatically improve the protection of social security numbers.
- *Vicki Linneman, et al., v. Vita-Mix Corporation* - Goldenberg Schneider served as Class Counsel in this nationwide class action alleging that certain Vita-Mix blenders deposit tiny shards of polytetrafluoroethylene (PTFE), a Teflon-like substance, into foods during normal use. Goldenberg Schneider and co-counsel successfully settled the litigation allowing class members to choose between (1) a free replacement blade assembly that does not fleck (valued at over \$100) or (2) a gift card valued at \$70.00. About 5 million class members were eligible for these benefits.
- *Shin v. Plantronics, Inc.* – Goldenberg Schneider served as Lead Class Counsel in this nationwide class action on behalf of more than 1.2 million consumers who purchased defective Plantronics BackBeat FIT wireless headphones. Following oral argument on Defendant’s motion to dismiss, Goldenberg Schneider and co-counsel successfully resolved the litigation on a nationwide class basis. The court granted final approval to the settlement in January 2020.
- *Parker v. Berkeley Premium Nutraceuticals* – Goldenberg Schneider served as co-lead counsel and certified three nationwide classes in a consumer fraud class action on behalf of purchasers of herbal supplements for false and unproven claims and deceptive credit card practices. This case was successfully resolved with a settlement valued in the millions of dollars. Moreover, class members retained all rights to recover a portion of the nearly \$30 million that the U.S. Attorney General seized in a civil forfeiture action. Goldenberg Schneider then recovered an additional \$24,000,000 for the victims by prosecuting a successful class-wide Petition for Remission through the forfeiture proceedings.
- *Cates v. Cooper Tire & Rubber Company/ Johnson v. Cooper Tire & Rubber Company* – Goldenberg Schneider served as co-lead counsel for a class of more than a thousand

Cooper Tire retirees who claimed that they were entitled to lifetime health care benefits. Goldenberg Schneider secured a judgment on the pleadings, certified the class, and ultimately resolved the case through a settlement valued at over \$50,000,000.

- *In Re: Consolidated Mortgage Satisfaction Cases* – Goldenberg Schneider served as lead counsel on behalf of Ohio homeowners against some of the largest national and Ohio banking and lending institutions for their failure to timely record mortgage loan payoffs. The Firm was able to consolidate all twenty actions before one trial judge and successfully upheld all the class certifications before the Ohio Supreme Court. These cases were resolved through multiple settlements valued at millions of dollars.
- *In re: Verizon Wireless Data Charges Litigation* – Goldenberg Schneider filed the first nationwide class action challenging Verizon Wireless’ improper \$1.99 data usage charges to certain pay-as-you-go customers. Goldenberg Schneider, as a member of the Plaintiffs Advisory Committee, played an active role in this litigation which resulted in benefits to the Class in excess of \$50,000,000 in refunds and reimbursement payments.
- *Continental Casualty Long Term Care Insurance Litigation* (“Pavlov Settlement”) - Goldenberg Schneider served as Lead Class Counsel in this litigation on behalf of certain CNA long term care policyholders nationwide whose claims for stays at certain facilities were wrongly denied based upon a non-existent 24/7 on-site nursing requirement. The Federal District Court in the Northern District of Ohio granted final approval to a nationwide class action settlement negotiated by Goldenberg Schneider that provided damages to those whose claims were improperly denied and expanded the types of facilities now covered by these policies. The settlement value exceeded \$25 million.
- *Carnevale FLSA Class Action* – Goldenberg Schneider served as co-lead counsel on behalf of employees working for a large industrial company that alleged violations of federal and state labor laws through the systematic misclassification of managers and other employees as salaried professionals. This case successfully resolved with a common fund settlement in excess of \$5 million.

JEFFREY S. GOLDENBERG

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LEGAL EXPERIENCE

PARTNER, GOLDENBERG SCHNEIDER, L.P.A. (1996-present) - Civil trial and appellate practice in state and federal courts. Areas of practice include: class actions, product defect, consumer protection, data breach and privacy protection, long-term care insurance litigation, TCPA litigation, state attorney general cost recoupment including tobacco and pharmaceutical average wholesale price litigation, employment litigation including ERISA and wage and hour (FLSA), toxic torts, lead poisoning, antitrust, environmental, and commercial disputes.

ATTORNEY, DINSMORE & SHOHL (1994-1996) - General litigation practice with an emphasis on environmental litigation and compliance.

Bar Admissions/Licenses

State of Ohio (admitted since 1994)
United States Court of Appeals for the Second Circuit
United States Court of Appeals for the Sixth Circuit
United States Court of Appeals for the Ninth Circuit
United States District Court for the Southern District of Ohio
United States District Court for the Northern District of Ohio
United States District Court for the Northern District of Illinois
United States District Court for the Eastern District of Michigan

Activities/Memberships

Ohio Association for Justice
American Association for Justice
American Bar Association
Ohio State Bar Association
Cincinnati Bar Association
The Cincinnati Academy of Leadership for Lawyers
Volunteer Attorney for the Ohio Foreclosure Mediation Project
Supreme Court of Ohio Lawyer to Lawyer Mentoring Program
Pro Seniors Legal Volunteer
President, Board of Directors, Jewish National Fund – Ohio Valley Region
President, Board of Directors, University of Cincinnati Hillel Jewish Student Center
Member, Potter Stewart Inn of Court, Southern District of Ohio

EDUCATION

Indiana University School of Law, Bloomington, Indiana, J.D. 1994
Indiana University School of Public and Environmental Affairs, M.S.E.S. 1994
Indiana University, B.A. Biology, 1988

JEFFREY S. GOLDENBERG
PARTNER, GOLDENBERG SCHNEIDER, LPA
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Mr. Goldenberg's practice includes class action and complex civil litigation with an emphasis on consumer protection. His practice areas include product defects, insurance coverage (including long-term care insurance), consumer fraud, data breach and privacy protection, overtime and wage and hour, ERISA, antitrust, toxic torts, and commercial disputes.

Mr. Goldenberg has served as lead and/or co-counsel in numerous multi-million dollar complex civil cases throughout the United States, including Kia-Hyundai Vehicle Theft Litigation, East Palestine Train Derailment Litigation, MOVEit Customer Data Security Litigation, Mercedes Diesel Emissions Fraud Litigation, Ford Spark Plug Litigation, Honda Infotainment Defect Litigation, Acura RDX Infotainment System Litigation, Nissan Auto Defect Litigation, Ford Auto Defect Litigation, FCA Chrysler 2.4 Liter Engine Oil Consumption Litigation, Continental Casualty Long Term Care Insurance Litigation, City of Cincinnati Pension Litigation, Enzyte Consumer Fraud Litigation, GEAE FLSA Litigation, VA Data Theft Litigation, Styrene Railway Car Litigation, Clayton Home Sales Tax Litigation, MetLife FEGLI Litigation, MetLife Reduced Pay at 65 Litigation, Vitamix Blender Litigation, LeafFilter Gutter Litigation, and Oriented Strand Board Antitrust Litigation. Mr. Goldenberg also served as Special Counsel representing the State of Ohio against the Tobacco industry and was part of the litigation team that achieved an unprecedented \$9.86 billion settlement for Ohio taxpayers. He also served as lead counsel on the In re Consolidated Mortgage Satisfaction Cases involving twenty separate class actions. That litigation resulted in a significant Ohio Supreme Court decision defining key aspects of Ohio class action law.

Mr. Goldenberg earned three degrees from Indiana University: a Bachelor of Arts in Biology in 1988 (Phi Beta Kappa); a Master of Science in Environmental Science in 1994; and his Juris Doctor in 1994. Jeff has practiced in all levels of Ohio trial and appellate courts as well as other courts across the nation and is admitted to practice in the State of Ohio and the United States District Court for the Southern and Northern Districts of Ohio, the Northern District of Illinois, the Eastern District of Michigan, and the United States Second, Sixth & Ninth Circuit Courts of Appeal. Jeff is a member of the American Association for Justice, the Ohio State Bar Association, and the Cincinnati Bar Association.

TODD B. NAYLOR

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LEGAL EXPERIENCE

PARTNER, GOLDENBERG SCHNEIDER, L.P.A. (2003-present) Civil trial practice in state and federal courts, trial and appellate level, in insurance litigation, products liability, securities, antitrust, toxic torts, consumer protection, personal injury and wrongful death, with a focus on complex litigation and class actions.

ATTORNEY, MANLEY BURKE, L.P.A. (1998-2003) Civil trial practice in state and federal courts, trial and appellate level, in toxic torts, products liability, employment intentional torts, medical malpractice, wrongful death, with an emphasis on representation of workers injured or killed by toxic minerals or chemicals.

ATTORNEY, HERMANIES, MAJOR, CASTELLI & GOODMAN (1997-1998) General civil trial practice with an emphasis on personal injury and products liability.

Bar Admissions/ Licenses

State of Ohio Trial and Appellate Courts (since 1997)
Supreme Court of the United States
United States Court of Appeals for the Sixth Circuit
United States District Court for the Southern District of Ohio
United States District Court for the Northern District of Ohio
Admitted Pro Hac Vice in other Non-Ohio State and Federal Courts

Activities/ Honors

Attorney Mediator- Southern District of Ohio
Arbitrator, Clermont County Court of Common Pleas
Arbitrator, Cincinnati Bar Association Fee Arbitration Committee
Fellow, Cincinnati Academy of Leadership for Lawyers, Class XII
Ohio Association for Justice, Trustee/ Chair Section on Environmental Torts (2000-2004)
Cincinnati Bar Association

EDUCATION

University of Colorado School of Law, J.D. 1997
Trial advocacy scholarship winner
Legal Aid and Defender Program Award
Bradley University, B.A. 1994 (with honors)

TODD B. NAYLOR
PARTNER, GOLDENBERG SCHNEIDER, LPA
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Mr. Naylor's practice areas primarily include class actions, insurance litigation, products liability, antitrust litigation, toxic and environmental torts, personal injury, and wrongful death. He has appeared as lead counsel in courts across the United States representing clients at all stages of litigation and has lectured on various aspects of the legal profession at numerous seminars and at the University of Cincinnati College of Law.

Mr. Naylor frequently represents large classes and entities. He represented the State of Ohio in a securities lawsuit relating to the merger of Exxon and Mobil. He has also represented multiple states, including Connecticut, in pharmaceutical pricing litigation. Mr. Naylor served on the trial team in antitrust litigation involving the oriented strand board industry that resulted in an aggregate settlement of over \$120,000,000. Additionally, Mr. Naylor has served as lead counsel in multiple life insurance cases in which he has obtained contested class certification, ultimately resolving the cases for millions of dollars. One such case was filed on behalf of beneficiaries of the Federal Employees Group Life Insurance (FEGLI) Policy, the world's largest group life insurance program. Mr. Naylor presently serves as lead and/or co-counsel in numerous multi-million dollar complex civil litigation cases throughout the State of Ohio and nationwide.

Mr. Naylor has also represented many individuals in high-value litigation involving severe personal injuries and wrongful death. He recently acted as lead counsel in a case against the Montgomery County, Ohio dog warden for the warden's alleged failure to act to prevent the fatal mauling of a Dayton resident. The multi-million dollar settlement of that case, following Plaintiff's defeat of the Dog Warden's motion for summary judgment, is believed to be the largest recovery ever against an animal control agency. Mr. Naylor also recently obtained a \$10.3 million verdict against Ethicon for the alleged failure of one its surgical staplers to function as intended during a bowel resection. He then successfully defended the appeal of that verdict before the Second District Court of Appeals and the Supreme Court of Ohio.

Mr. Naylor is admitted to practice in the State of Ohio, the United States Supreme Court, the United States Court of Appeals for the Sixth Circuit, and the United States District Court for the Southern and Northern Districts of Ohio. He serves as an Attorney Mediator for the Southern District of Ohio, and an Arbitrator for the Clermont County Common Pleas Court and the Cincinnati Bar Association Fee Arbitration Committee. Mr. Naylor is a Fellow with the Cincinnati Academy of Leadership for Lawyers.

ROBERT B. SHERWOOD

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LEGAL EXPERIENCE

PARTNER, GOLDENBERG SCHNEIDER, L.P.A. (2011-present) - Civil trial practice in state and federal courts, trial and appellate level, in data breach, securities, antitrust, products liability, toxic torts, and consumer protection, with a focus on complex litigation and class actions.

ASSOCIATE, SQUIRE, SANDERS & DEMPSEY, LLP (2007–2010) – Civil trial practice in firm’s commercial litigation, complex litigation and class action practice groups.

ASSOCIATE, MEREDITH COHEN GREENFOGEL & SKIRNICK, Philadelphia, PA (2003-2007) Civil trial practice focusing on complex multi-defendant antitrust and securities class actions.

SUPERIOR COURT OF DELAWARE LAW CLERK, HON. JEROME O. HERLIHY (2002-2003)

Bar Admissions/Licenses

Supreme Court of Ohio
Supreme Court of Pennsylvania
United States District Court for the Southern District of Ohio
United States District Court for the Eastern District of Pennsylvania

Activities/Memberships

Cincinnati Bar Association
Ohio State Bar Association
American Bar Association

EDUCATION

University of Pennsylvania Law School, Philadelphia, PA, J.D. 2002
Bucknell University, Lewisburg, PA, B.A., Political Science, 1999
Honors: *Phi Beta Kappa, magna cum laude*

ROBERT B. SHERWOOD
PARTNER, GOLDENBERG SCHNEIDER, LPA
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Robert's practice focuses on complex civil and class action litigation. He represents clients in trial and appellate courts on the state and federal level and has experience representing both plaintiffs and defendants in multi-party disputes involving consumer protection, defective products, data breach and personal privacy protection, antitrust, securities, civil conspiracy, qui tam, insurance coverage, and breach of contract claims.

Prior to joining Goldenberg Schneider, LPA, Robert was an associate with a large Cleveland-based corporate law firm and, prior to that, a small Philadelphia-based boutique firm specializing in antitrust class actions. Robert has served as a member of legal teams prosecuting multi-million dollar antitrust class actions, including *In re Dynamic Random Access Memory (DRAM) Antitrust Litigation*, No.M-02-1486 (N.D. Cal.); *In re Carbon Black Antitrust Litigation*, MDL No. 1543 (D. Mass.); *In re OSB Antitrust Litigation*, No. 06-826 (E.D. Pa.); and *In re Mercedes Benz Antitrust Litigation*, No. 99-4311 (D. N.J.).

Robert received his Bachelor of Arts in 1999 from Bucknell University, from which he graduated *magna cum laude* with *Phi Beta Kappa* honors. After earning his Juris Doctor from the University of Pennsylvania in 2002, he subsequently served as law clerk to the Honorable Jerome O. Herlihy of the Superior Court of Delaware. Robert is admitted to practice in the State of Ohio and the Commonwealth of Pennsylvania, the United States District Courts for the Southern District of Ohio and Eastern District of Pennsylvania.

EXHIBIT E

The Law Offices of Sean K. Collins

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About Us: Sean K. Collins is dedicated to providing exceptional legal representation to consumers in class action litigation. Our firm is committed to upholding the rights of consumers and helping them navigate complex legal matters.

Founder: Sean K. Collins, Esq.

Education: Juris Doctor (J.D.), Suffolk University Law School, Boston, MA, 2007; Bachelor of Arts (B.A.) in Political Science and History, Williams College, Williamstown, MA, 2002

Bar Admissions: State Bar of California, State Bar of Connecticut, Commonwealth of Massachusetts, United States Court of Appeals for the First Circuit, Sixth Circuit, and Second Circuit, United States Court of Appeals for Veterans Claims, United States District Court for the Southern and Central Districts of California, Northern District of Illinois, District of Connecticut, and District of Massachusetts

Practice Areas: Consumer Class Action Litigation, Securities Litigation, Bad Faith Insurance Litigation, ERISA Litigation

Class Counsel Appointments:

Issokson v. Connecticut General Corporation et al, No. 3:18-cv-30070-MGM at DKT 136 (D. Mass. January 25, 2024): Successfully certified a class of long-term care insurance policyholders and appointed Sean K. Collins as class counsel.

Est. of Gardner v. Continental Casualty Co., 316 F.R.D. 57, 73 (D. Conn. 2016): Successfully certified a class of long-term care insurance policyholders and appointed Sean K. Collins as class counsel.

Daluge v. Continental Casualty Co., No. 15-CV-297-WMC, 2018 WL 6040091, at *5 (W.D. Wis. Oct. 25, 2018): Approved as class counsel for effectuating a class settlement related to long term care insurance benefits.

Biddick v. Lumondi, Inc., 1:20-cv-08091-VSB at DKT 55 (S.D.N.Y. June 23, 2022): Approved as class counsel and granted final approval to a class action settlement concerning allegedly defective wristwatches.

Brent S. et al v. Blue Cross Blue Shield of Massachusetts, No. 17-CV-11569 at DKT 240 (Dist. of Mass. Nov. 30, 2022): Granted preliminary approval of a health insurance claim class action settlement and appointed as settlement class counsel.

Bennett, Ind/on behalf of all similarly situated, Barbara Regan et al v. Sturdy Memorial Hospital, Inc., No. 2273-CV-00162 at DKT (Comm. of Mass. February 27, 2023): Granted final approval of a hospital data breach class action settlement and appointed as settlement class counsel.

EXHIBIT F



Firm Resume

Since its inception in 2006, Lemberg Law has championed the rights of consumers across the United States in the fields of automotive safety, breach of warranty, automotive fraud and lemon law. In addition to the world of automotive actions, Lemberg Law represents consumers in matters grounded in product safety, false advertising, telemarketing and robo-dialer abuse and debt collection abuse. Lemberg Law has represented tens of thousands of consumers and served as class counsel in myriad actions including, but not limited to:

- ***Riley v. Gen. Motors LLC*, 2024 WL 1256056 (S.D. Ohio Mar. 25, 2024)** in which the court certified a class of Ohio vehicle owners for breach of warranty claims flowing from General Motors failure to comply with its warranty obligations to repair defective shifters. In addition to appointing Lemberg Law as class counsel and certifying the case, the court denied the manufacturer's motion for summary judgment.
- ***Jefferson v. Gen. Motors, LLC*, 344 F.R.D. 175, 188 (W.D. Tenn. 2023)** similar to *Riley* above, the court certified a class of Tennessee vehicle owners for breach of warranty claims flowing from General Motors failure to comply with its warranty obligations to repair defective shifters. In addition to appointing Lemberg Law as class counsel and certifying the case, the court denied the manufacturer's motion for summary judgment.
- ***Sager, et al. v. Volkswagen Group of America, Inc., and Audi of America, Inc.*, 18-cv-13556 (D.N.J.)** in which Lemberg Law represented a nationwide class of vehicle owners whose cars contained allegedly defective electric after-run coolant pumps which would not sufficiently cool vehicle turbos. The matter was litigated and, ultimately, settled with the Court granting approval to the parties' agreement which provided relief to over 300,000 consumers.
- ***Johnson v. Comodo Grp., Inc.*, 2020 WL 525898 (D.N.J. Jan. 31, 2020)** in which the court certified an action under the Telephone Consumer Protection Act ("TCPA") flowing from an internet security company's unlawful telemarketing calls. In addition to appointing Lemberg Law as class counsel and certifying the class, the court denied the telemarketer's motion for summary judgment.
- ***Carlson v. Target Enter., Inc.*, 447 F. Supp. 3d 1 (D. Mass. 2020)** in which the Court approved a class settlement of \$2.275MM in an action under M.G.L. Ch. 93A against Target for its allegedly harassing collection tactics.
- ***Horton v. Navient Solutions, Inc.*, 17-1855-BLS2 (Mass. Sup.)** in which the Court approved a class settlement of \$4.5MM in an action under M.G.L. Ch. 93A against the nation's largest student loan servicer for allegedly harassing collection tactics.
- ***Munday v. Navy Federal Credit Union*, 15-cv-01629 (C.D. Cal., July 14, 2017)** in which the court granted final approval to a class settlement of \$2.75MM in a TCPA action as a result of Navy Federal Credit Union's alleged unlawful use of automatic telephone dialing technology and robo-calls.

- ***Brown v. Rita's Water Ice Franchise Co. LLC*, 2017 WL 1021025 (E.D. Pa. Mar. 16, 2017)** in which the court granted final approval to a class action settlement of \$3MM resolving Rita Water Ice's allegedly unlawful telemarketing techniques.
- ***Duchene v. Westlake Servs., LLC*, 2016 WL 6916734 (W.D. Pa. July 14, 2016)** in which the Court granted final approval to a class action settlement of \$10MM in a TCPA action against one of the nation's largest sub-prime auto lenders flowing from its allegedly unlawful use of telecommunication technology.
- ***Seekamp v. It's Huge, Inc.*, 2012 WL 860364 (N.D.N.Y. Mar. 13, 2012)** in which the court certified a class against one of New York's largest chains of automobile dealerships for selling fraudulent insurance.

Attorneys

Lemberg Law's professionals and staff provide expert representation in class and non class proceedings and include:

Sergei Lemberg, Esq. – Sergei Lemberg, the founder of the firm, graduated from Brandeis University in 1997 and from the University of Pennsylvania School of Law in 2001. He is the former Chair of the Consumer Law Section of the Connecticut Bar Association. He is a member in good standing of the bars of Connecticut, Florida, Georgia, Massachusetts, New Jersey, New York, and Pennsylvania and myriad federal districts throughout country. Mr. Lemberg has co-authored the definitive compilation of form complaints in Connecticut, Connecticut Civil Complaints for Business Litigation, contributing form complaints for the Lemon Law and Auto Fraud sections. He has also been interviewed and asked to contribute on multiple occasions by the media regarding consumer rights and litigation including the Boston Herald, NorthJersey.com, Newsweek, The Leader Herald, PatriotLedger.com, Law360, Texas Lawyer, ABC News, Chanel 7 in Boston, McClatchy, AOL Autos, Connecticut Law Tribune, Philly.com, the Los Angeles Times, Consumer Reports.org, Syracuse.com, Daily News, Harford Advocate.com and the Boston Herald.

Jody Berke Burton, Esq. – Jody Burton, partner, graduated from State University of New York in 1990 and American University School of Law in 1993. She is admitted to the bars of New York, Connecticut, the District of Columbia and Pennsylvania. Ms. Burton has represented more than 7000 clients, recovering over \$25 million. She manages pre-litigation and litigation for individual cases brought under the Fair Debt Collection Practices Act (FDCPA), Telephone Consumers Protection Act, Fair Credit Reporting Act (FCRA), and MA 93A statutes. Prior to joining Lemberg Law, Ms. Burton represented the federal government in litigation and held two federal judicial clerkships in Washington, DC.

Stephen Taylor, Esq. – Stephen Taylor, partner, graduated from Boston College in 2003 and Tulane University School of Law in 2007. He is a former judicial clerk and specializes in consumer rights and class litigation. He is admitted to the bars of Connecticut and New York and to federal districts through the country. He has served as class counsel in dozens of proceedings.

Vlad Hirnyk, Esq. – Vlad Hirnyk is an associate at Lemberg Law with a focus on automobile defect litigation. He is a 2005 graduate of the University of Connecticut and a 2009 graduate of Pace University School of Law. Over the course of his career Mr. Hirnyk represented thousands of consumers in breach of warranty and lemon law actions, arbitrated, tried or litigated thousands of cases in state and federal courts throughout the country.

Joshua Markovits, Esq. – Joshua Markovits is an associate at Lemberg Law with a focus on consumer protection class actions. Mr. Markovits received his J.D., *cum laude*, from Benjamin N. Cardozo School of Law in 2015 and is admitted to practice in New York. Mr. Markovits served as a legal intern in the chambers of both a federal court and a New York Supreme Court judge. Mr. Markovits has extensive experience in class action litigation and has been certified as class counsel in various consumer protection class actions in state and federal court.

Trinette G. Kent, Esq. – Trinette Kent is Of Counsel to Lemberg Law. She graduated from Loyola Marymount University in 1996 and from Loyola Law School in 2002. She is admitted to the bars of California and Arizona. Her practice is dedicated to a wide range of consumer protection litigation, representing consumers against debt collectors, creditors, telemarketers, credit reporting agencies, car manufacturers, insurance companies, and various corporate entities.

Michael T. Petela, Jr., Esq. – Michael Petela is an associate at Lemberg Law. He is a 2002 graduate of Cornell University and a 2009 graduate of Quinnipiac University School of Law. He was recently featured in the Fall 2023 Issue of *Forum – A Publication of the Connecticut Trial Lawyers Association*, discussing “Landlord Owes Duty to Child Injured by Another,” highlighting his expertise and recognition within the legal community. He has tried numerous cases to verdict, and argued before the Connecticut Appellate and Supreme Courts, such as the Supreme Court case of *Adriana Ruiz v. Victory Properties* after successfully appealing the trial court decision and has had several classes of wage theft claims successfully certified and resolved.